

**INTERINSTITUTIONAL AGREEMENT
ERASMUS + EDUCATIONAL, TRAINING YOUTH AND SPORT
KA1 LEARNING MOBILITY OF INDIVIDUALS**

This Agreement, drawn up in Erasmus + governs the relationship between:

Střední průmyslová škola potravinářství a služeb Pardubice, vat/vies. no. [48161161], [náměstí Republiky 116, 53002 Pardubice], Represented by: *Mgr. Zdeněk Zítka*
Hereinafter referred to as "the sending organization".

And

EUROPEAN TRAINING PARTNER SLU, reg. no [B56097769], [Registry office: Valladares 21, 14003, Córdoba, Spain. Represented by: Maria López Fernández, Director. Hereinafter referred to as "the receiving organization".

Under the ERASMUS + project: 2020-1-CZ01-KA102-077202

1. OBJECT OF THE AGREEMENT

- 1.1. Acting in accordance of the Erasmus + program, the "sending organization" and the "receiving organization" undertake to carry out the implementation of the project referred to in this Agreement.
- 1.2. This Agreement governs the relationship between the parties and defines the rights and obligations associated with their participation in the above stated project.
- 1.3. The Receiving Organization is a professional education and training agency.
- 1.4. The parties represent that they have read and fully approved the Agreement.
- 1.5. Details of the framework for implementation of the placement program are given in the agreement signed between the Erasmus + National Agency and the Sending Organization and are not governed in this agreement.

2. DETAILS ABOUT THE MOBILITY

- 2.1. Number of participants: 2 - Michal Roleček & Adéla Vodičková
- 2.2. Period of implementation: 18.06.22 - 18.09.22
- 2.3. Hosting country: ES - Hosting city: Córdoba.

3. OBLIGATIONS OF THE SENDING ORGANIZATION

- 3.1 The sending organization undertakes to choose participants from the most appropriate candidates to complete the mobility; to make and sign the necessary agreements between the sending organization and the participants of the mobility and to prepare in advance all the necessary documents to be signed by the participants, the receiving organization and/or the hosting companies.
- 3.2 The sending organization shall provide and send the insurance policy of the participants to TRAINING EUROPE in due time and to translate it into Spanish and/or English, so it is easily understandable by the hosts companies. Without the insurance policy, TRAINING EUROPE can't ensure the working placements for the students.

- 3.3 The sending organization will send all the necessary information about the mobility and the participant's curricula to TRAINING EUROPE in due time. If no curricula are received in due time, TRAINING EUROPE can't ensure the appropriate working placements.
- 3.4 The sending organization is entitled to select the most appropriate candidates for the project. Participants should have an adequate level of Spanish and/or English for the smooth development of the working placements. If it is not the case, TRAINING EUROPE will not be liable for any consequence derived from this fact (i.e. if the participants are not admitted in a host company, if they are refused from their training placement for this reason, etc.).

4. OBLIGATIONS OF THE RECEIVING ORGANIZATION

- 4.1 The receiving organization undertakes to cooperate with the sending organization in the preparation of the mobility when necessary, in planning activities in terms of the project, its management, monitoring, evaluation and dissemination of results.
- 4.2 The receiving organization shall ensure the highest quality in the organization of the participants' placements. For this reason, Training Europe offers a full-package project service including the administration and monitoring (30 working hours/week in local companies), accommodation and local transport as fixed Services; plus, additional optional Services such as board, transfer, cultural activities and language course that might be requested by the sending organization and will be included into the budget as an annex to this agreement.
- 4.3 The sending organization shall provide quality working placement for the participants of the project. Only in exceptional and justified situations, the receiving and/or sending organizations can change a hosting company proposing and alternative one. No change shall be taken out if it worsens the postulates of the project or if it interferes with future placements.

5. BOOKING, AGREEMENT AND PAYMENT DETAILS

- 6.1 Training Europe will not start the necessary arrangements for the mobility (booking accommodation, arrangement of the working placements, transfers, etc.) until this agreement is effectively signed by all the involved parties.
- 6.2 The booking of the accommodation and dates for the mobility will be effective upon the signature of this agreement and the payment of the first financial statement (As stated in the Budget annex). For the correct development of the project both the agreement and the first payment should be made before the date of the arrival of the group. If no agreement is signed and no payment is received, Training Europe can't ensure the dates, prices or accommodations agreed.
- 6.3 Training Europe will make the relevant invoice upon the signature of this agreement. The 100% of the total amount shall be paid before the fixed date of arrival of the group. If no payment is received before the arrival of the group, Training Europe can't ensure the dates, prices or accommodation agreed.

6. CANCELLATION AND REFUNDING

- 6.1. In case of cancellation for the project by the sending organization before the fixed date of arrival, TRAINING EUROPE will apply the following proceeding for the refunding of the already paid statements:

25% will be refund from the 100% if the cancellation is made 2 weeks before the fixed date of arrival of the participants.

No refund will be applied if the cancellation is made within the previous week to the fixed date of arrival of the participants.

7. TERM AND TERMINATION

7.1. This Agreement shall become effective when signed by both Parties and shall remain in force for a period of one (1) year, and then automatically terminate.

7.2. Either Party may terminate this Agreement with immediate effect if the other Party materially violates the provisions of this Agreement, and fails to remedy such breach (where remediation is possible) upon the request of the other Party.

8. DATA PROTECTION

8.1 In accordance with the rights conferred by Regulation (EU) 2016/679, the Parties acknowledge that personal data will be shared and transferred in connection with this agreement for the provision of the Services required. Both Parties shall be considered as independent data controllers and undertake to comply with all applicable data protection laws (GDPR). The Receiving Organization undertakes to process any Data related to the student/staff solely in connection with the implementation and follow-up of this Agreement.

8.2 The data will be kept during the legally established deadlines.

9. MISCELLANEOUS

9.1. If any provision of this Agreement or any part thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of this Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of this Agreement.

9.2. This Agreement and the rights and obligations specified herein shall be binding upon and inure to the benefit of the Parties and shall not be assignable by any of the Parties.

9.3. No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and duly signed by all of the Parties.

9.4. Any extra expense derived from any change in the Services provided by the receiving organization by the sending organization or the participants themselves (accommodation, transfers, meals, etc.) will be covered by the sending organization and/or the involved participants. TRAINING EUROPE will not be forced to refund any amount derived from these changes or to pay for any extra expense.

9.5. The work experience/ program of the project constitutes the main aim of the Erasmus plus program. Therefore, attending the program as arranged by the parties is compulsory to all participants for the dates agreed and essential for the successful completion of the project. If participants incurred in unexcused absences, the company is in its right to cancel the training and not issuing the corresponding training certificate. If participants exceed the unexcused absences allowed or repeatedly arrive late to work and are therefore drop from the company, Training Europe won't provide a new training company.

9.6. The sending organization undertakes not to use the information obtained from the receiving organization (through preparatory visits for example, via mail, etc.) for their own benefit in order to carry out independent projects.

10. ANNEXES

- 8.1 For each Project, the Parties shall draft and attach to this Agreement a copy of each of the Annexes, as specified below. Such Annexes governs the specific requirements for the Services to be performed by the Parties for each specific Project.
- 8.2 The Annexes attached hereto shall form an integrál part of this Agreement. A reference to the Agreement shall be deemed to include the Annexes.
- Annex 1: Partnership quality Commitment.
Annex 2: Budget Proposal
Annex 3: Modifications to the agreement

The parties may sign any number of copies of this Agreement and exchange it via e-mail, whereas each signed copy shall be an originál.

This agreement must be completed, sign and sent to Training Europe before the 03.06.22

Střední průmyslová škola potravinářství a služeb Pardubice, vat/vies. no. [48161161], [náměstí Republiky 116, 53002 Pardubice], Represented by: Mgr. Zdeněk Zítka

Place and date: 6. 6. 2022

Signature and Stamp

EUROPEAN TRAINING PARTNER SLU

Registry office: CA/alladares, 21, 14003, Córdoba, Spain.

Represented by: Maria López Fernández, Director In, Córdoba on 01.06.22

Annex 1:

ERASMUS + VET MOBILITY QUALITY COMMITMENT

Obligations of the Sending Organisation

- Choose the appropriate target countries and host country partners, project durations and placement content to achieve the desired learning objectives.
- Select the participating trainees or teachers and other professionals by setting up clearly defined and transparent selection criteria.
- Define the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.
- If you send learners or teachers and other professionals who face barriers to mobility, special arrangements for those individuals must be made (eg those with special learning needs or those with physical disabilities).
- Prepare participants in collaboration with partner organisations for the practical, professional and cultural life of the host country, in particular through language training tailored to meet their occupational needs.
- Manage the practical elements around the mobility, taking care of the organisation of travel, accommodation, necessary insurances, safety and protection, visa applications, social security, mentoring and support, preparatory visits on-site etc.
- Establish the Learning Agreement with the participant trainee or teacher and the host organisation to make the intended learning outcomes transparent for all parties involved.
- Establish assessment procedures together with the host Organisation to ensure the validation and recognition of the knowledge, skills and competences acquired.
- Establish Memoranda of Understanding between the competent bodies if you use ECVET for the mobility.
- Establish appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant and the host Organisation.
- Establish a system of monitoring the mobility project during its duration.
- When necessary for special learning needs or physical disabilities, use accompanying persons during the stay in the host country, taking care of practical arrangements.
- Arrange and document together with the host Organisation, the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.
- Evaluate with each participant their personal and professional development following the period abroad.
- Recognise the accrued learning outcomes through ECVET, Europass or other certificates.
- » Disseminate the results of the mobility projects as widely as possible.
- Self-evaluate the mobility as a whole to see whether it has obtained its objectives and desired results.

Obligations of the Sending and Host Organisation

- Negotiate a tailor-made training programme for each participant (if possible during the preparatory visits)
- Define the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.
- Establish the Learning Agreement with the participant trainee or teacher to make the intended learning outcomes transparent for all parties involved.
- Establish appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant.

® Agree monitoring and mentoring arrangements

- Evaluate the progress of the mobility on an on-going basis and take appropriate action if required
- Arrange and document the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.

Obligations of the Host Organisation

- Foster understanding of the culture and mentality of the host country.
- Assign to participants tasks and responsibilities to match their knowledge, skills and competences and training objectives as set out in the Learning Agreement and ensure that appropriate equipment and support is available.
- Identify a tutor or mentor to monitor the participant's training progress.
- Provide practical support if required including a clear contact point for trainees that face difficulties.
- Check the appropriate insurance cover for each participant

Obligations of the Participant

- Establish the Learning Agreement with the sending Organisation and the host organization to make the intended learning outcomes transparent for all parties involved.
- Comply with all the arrangements negotiated for the training placement and to do his/her best to make the placement a success.
- Abide by the rules and regulations of the host Organisation, its normal working hours, code of conduct and rules of confidentiality.
- Communicate with the sending Organisation and host Organisation about any problems or changes regarding the training placement.
- Submit a report in the specified format, together with requested supporting documentation in respect of costs, at the end of the training placement.

Obligations of the Intermediary Organisation

- Select suitable host Organisations and ensure that they are able to achieve the placement objectives
- Provide contact details of all parties involved and ensure that final arrangements are in place prior to participants' departure from their home country.

Annex 2:

BREAKDOWN OF THE BUDGET PROPOSAL FOR THIS PROJECT

*This budget includes Training Europe's full-pack basic Services. It does not include any Service not mentioned below. It is provisional and valid for 2 weeks.

The total amount of must be paid to the host organization in the following instalments:

Payment of the 100% of the total amount before the arrival of the group.

The money for the project shall be paid into the bank account indicated by the intermediary organization as follows:

Bank name: Cajasur Banco SAU

Bank account: 0237 6053 10 9171259178

Bank address: Avda. De Barcelona, 16, 14010 Córdoba.

Swift Code: CSURES2CXXX

IBAN Code: ES91 0237 6053 1091 7125 9178

SERVICES	COST
Administration and management costs (2 pax)	444 €
Accommodation + breakfast (2 students)	4.922 €
Local transport (13 weeks - 2 students)	390 €
Airport transfer Málaga - Córdoba - (18.06.22 - 2 pax)	70 €
TOTAL COST	5.826 €