

CONTRACT

for an International Education Project:

within the frame of

- I Erasmus+ KA1**
 II POWER VET
 III ESF
 IV other:

with the following project data:

Project number: 2021-1-CZ01-KA121-VET-000007394

Training topic: Robotics

Mobility Period: 25.09. – 08.10.2022

WBS branch: Dresden-North

**Vyšší odborná škola, Střední průmyslová škola a Jazyková škola s právem státní jazykové zkoušky, Kutná Hora, Masarykova 197,
Masarykova 197/1, 28401 Kutná Hora, Czech Republic**

called hereafter "**the beneficiary organisation**" and officially registered under **OID E10071368**,
represented for the purposes of signature of this contract by

Ing. Josef Treml, headmaster

and

**WBS TRAINING AG
Hugo-Junkers-Ring 5
01109 Dresden
Germany**

called hereafter "**the host organisation**" and officially registered under **OID E10075875**,
represented for the purposes of signature of this contract by

**Stefanie Heinitz, Head of Department International Education Projects WBS TRAINING AG
Dresden-North**

HAVE AGREED

- I. **Project Specific Conditions**
- II. **Annex I: General Terms and Conditions**
- III. **Annex II: ERASMUS + VET Mobility Quality Commitment**

which form an integral part of this contract ("the contract").

I. Project Specific Conditions

ARTICLE 1 – OBJECT

The parties undertake to carry out a training programme for a group of **14 students and 1 accompanying teacher** in **Dresden**. The training language is **English**.

The **training** topic is **Robotics**.

Necessary language level of all participants: **A2**.

ARTICLE 2 – PROJECT SPECIFIC DOCUMENTS

The framework of this very project is furthermore defined thanks to the following official documents:

- I Letter of Intent / Memorandum of Understanding / Erasmus+ Mandate Letter**
- II Learning or Training Agreement**
- III ERASMUS + VET Mobility Quality Commitment**

ARTICLE 3 – DURATION

2.1 The contract shall come into force on the day of Signing, and ends after the final payment has been made by the beneficiary organisation as defined in article 5 of this contract.

2.2 The Mobility Period starts on **25.09.2022** and ends on **08.10.2022** for a duration of **14 days (13 nights)**.

The Training Placement starts on **26.09.2022** and ends on **07.10.2022**.

FORM Contract_IP-CCM (TRAINING)_220223

Page 2 of 10

- 2.3 The training comprises the following training schedule:
- 10** training days
 - 6** hours per training day

ARTICLE 4 – ACCOMMODATION AND SUBSISTENCE

As regards accommodation, subsistence and free time activities for the group, the host organization undertakes to:

- provide accommodation in a hostel in the above defined city of project implementation:
 - in shared rooms for the students
 - in single rooms for the accompanying teachers
 - all rooms are with shared bathrooms
- provide the tickets for public transportation in the city of location for the whole group
 - provide the following meals for the whole group.
 - Breakfast
 - Lunch (except Saturday, Sundays and holiday)
 - Dinner (except Saturday, Sundays and holiday)
- provide cultural activities for the group as defined:
 - Guided Tour at *Transparent Manufactory of Volkswagen*
 - Daytrip to Berlin with charter bus, 2 hours guided tour
- organize the transfer of participants to accommodation in city of project implementation
 - from the airport _____ to accommodation by charter bus on the day of arrival and back on the day of departure.
 - from the location of arrival in the city of project implementation to accommodation by means of public transport on the day of arrival.

ARTICLE 5 – PAYMENTS

The **Beneficiary organisation** undertakes to pay to the **Host organisation** the contribution of an amount of **17.295,50 Euro** for the project governed by this Agreement, as follows:

The total sum of **17.295,50 Euro** governed by this Agreement will be paid to the host organisation as follows:

- ✓ 80% (**13.836,40 Euro**) are to be paid until **09.09.2022**;

- ✓ The remaining 20% (**3.459,10 Euro**) are to be paid not later than 4 weeks after the mobility period.

The **Beneficiary organization** will pay all bank transfer fees.

Payments shall be made to the host organization's bank account as indicated below:

Holder: **WBS TRAINING AG**
Name of bank: **GLS Gemeinschaftsbank eG**
IBAN: **DE18430609671146181400**
BIC: **GENODEM1GLS**

SIGNATURES

For the sending organisation

Ing. Josef Treml
Headmaster

Place, Date

Signature

For the host organisation

Stefanie Heinitz
Head of International Education
Projects WBS TRAINING AG Dresden

Dresden, 26.07.2022

Place, Date

S. Heinitz

Signature

WBS TRAINING AG
International Education Projects
Hugo-Junkers-Ring 5
01109 Dresden
GERMANY



ANNEXES

I. Annex I: General Terms and Conditions

ARTICLE 6 – Responsibilities and obligations of the beneficiary organisation

The beneficiary organisation undertakes to:

- cooperate with the host organisation in the preparations of the mobility project, in particular provide all organisational data which are necessary to prepare the stay abroad;
- provide participant details at least four weeks before the mobility period (name list, birth date, sex, allergies and other health issues). In case of changes in the participants' list, the beneficiary organization assures to immediately inform the host organization. The host organization will in turn try to organize all organizational aspects accordingly, but is not obliged to do so in case of missing external resources. / The host organization is not obliged to provide accommodation and subsistence under the same financial conditions, especially if changes in the accommodation are necessary for reason of changes in the number of male and/or female participants.
- organize the international travel to Germany;
- provide language preparation of the participants, if foreseen by the Erasmus+ grant;
- provide – in cooperation with the host organization – assessment of skills and competences acquired by the beneficiaries during the practice, based on objective criteria jointly agreed;
- ensure that the necessary is done to cover personal insurance of all participants: accident insurance, third party liability insurance, health insurance which must cover the whole training and/or placement of the participants and all their activities;
- provide full support to participants in the performance of administrative formalities necessary for entry and stay in the host country;
- designate at least one teacher for 14 participants, who is responsible for monitoring the group during the mobility project and who will act as contact person and intermediary between the host organization and the participants during the stay. Thus, at least one accompanying person must have adequate language skills (English or German at least at level B1 CEFR) to effectively communicate with the host organization.
- carefully check the condition of the accommodation at the beginning and at the end of the project. In case of any damages in the accommodation, the participants and the beneficiary organization are obliged to compensate the damage. The host organization shall not bear responsibility for damages caused by the participants.

The liability and accident insurance for practical trainings, i.e. the activities in the companies, is usually not covered by normal insurance contracts. The participants have to take care for additional insurance.

ARTICLE 7 – Responsibilities and obligations of the host organization

The host organization undertakes to:

- define with the coordinator a tailor-made programme according to the mobility project's requirements, if applicable in accordance to the Memorandum of Understanding and Learning Agreement concluded between the partners;
- provide practical support to arrange the stay abroad;
- provide adequate facilities for the practice of the participants;
- provide supervisor or trainer with adequate qualification according to the project requirements;
- cooperate with the representative of the beneficiary organization responsible for monitoring of the practice;
- ensure that the knowledge and skills of the participants are used in the most appropriate manner and that they receive tasks and responsibilities that meet their qualifications and experience;
- provide – in cooperation with the beneficiary organization – assessment of skills and competences acquired by beneficiaries during the practice, based on objective criteria jointly agreed;
- provide certification of the acquired learning outcomes and to cooperate with the beneficiary organization in issuing the *europass mobility*;
- provide the results of the final project evaluation to the beneficiary organization;

ARTICLE 8 – FINAL REPORT

The host organization is responsible to prepare a written report of the practice and send it to the representative of the beneficiary organization not later than two weeks after the end of the training / placement.

ARTICLE 9 – DATA PROTECTION

The host organization collects, processes and uses the personal data of the participants in order to carry out the project and all its obligations according to the German Federal Data Protection Act (http://www.gesetze-im-internet.de/englisch_bdsge/englisch_bdsge.html).

To support the dissemination of the project results and of the Erasmus+ programme, the host organization intends to publish photos and videos of the training and cultural programme via social

networks (e.g. Facebook) or the host organization's website and blog. For this purpose, the beneficiary organization is going to ascertain the written consent of all participants (in case of minors, the participants' legal representatives) to the publication of project photos and videos, which will be taken during the official programme. The beneficiary organization is liable to hand over the written consent of the participants / their legal representatives at the beginning of the training / placement and to inform the host organization if a participant / his legal representatives have not given their written consent.

ARTICLE 10 – CANCELLATION

In case the beneficiary organization cancels the training placement for one student, a few students or even the whole group within less than nine weeks before arrival, the beneficiary organization has to pay the fee and/or compensation (e.g. for accommodation, transport, trainer, guided tours) that cannot be fully cancelled anymore. These fees/compensations have to be proved by companies' invoices.

The host organization may terminate this contract for a continuing compelling reason without a notice period, taking into account all the circumstances of the specific case and weighing the interests of all contract parties, if it cannot reasonably be expected to continue the contractual relationship until the agreed end.

Compelling reasons in the aforementioned sense are e.g.

- lack of cooperation of the beneficiary organization, especially false or incomplete information about the requirements of the project (e.g. the language of the training),
- severe language problems so the successful training/placement is at risk, or
- if a participant does not cooperate so the successful training/placement is at risk, after the host organization has cautioned the participant in advance.

If this contract is terminated for a continuing compelling reason as mentioned before, the beneficiary organization has to pay the agreed fee as well as the compensation for damages caused by the participant and for additional administrative effort of the host organization.

ARTICLE 11 – FORCE MAJEURE

No Party shall be liable for failure to perform any of its obligations under this Agreement when such failure is due to fire, flood, strikes, labour troubles or other industrial disturbances, legal restriction, riot, insurrection, or any other cause beyond the reasonable ability of the Party affected thereby to control, and without such Party's fault or negligence ("Force Majeure"), provided that any Party claiming the existence of Force Majeure shall give notice to the other Party not more than seven calendar days after the commencement of the event of Force Majeure, and shall use prompt and

diligent efforts to mitigate the effects of Force Majeure. In the event that any event of Force majeure prevents performance by a Party for more than a third of the calendar days of the training/placement, the other Party may terminate this Agreement for cause upon written notice to the non-performing Party.

ARTICLE 12 – CHOICE OF LAW, VENUE, SEVERABILITY CLAUSE

This Agreement or any parts or words thereof shall exclusively be governed by and construed in accordance with the laws of the Federal Republic of Germany. If this system of law refers to a foreign legal System, such references shall not be effective.

The Parties submit to the exclusive venue of the courts of Dresden, Federal Republic of Germany.

If any provision of this Agreement is found invalid or unenforceable by an arbitrator or court of competent jurisdiction, this shall not affect the remaining provisions of this Agreement.

II. ANNEX II ERASMUS + VET MOBILITY QUALITY COMMITMENT

Obligations of the Sending Organization

- **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 (e.g. 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 organization 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 organization.
- **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 organization, 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 his/her 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 Organization

- **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 Organization

- **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 organization and the host organisation 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 organization, its normal working hours, code of conduct and rules of confidentiality.
- **Communicate** with the sending organization and host organization 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 Organization

- **Select** suitable host organizations 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.