



Co-funded by the
Erasmus+ Programme
of the European Union

Obchodní akademie Prostějov Spis. zn.: <u>5.10.2</u> skart. zn.: <u>425</u> 30. 03. 2023 Listů / příloh: <u>3/0</u> Č.j.: <u>298/2023</u> Vyřizuje: <u>MV</u>
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Erasmus+ PARTNERSHIP AGREEMENT

This Agreement, drawn up for the Communities' Erasmus + programme governs the relationship between:

Official name: **Obchodní akademie, Prostějov, Palackého 18**

Address: Palackého 18, Prostějov, Czech Republic

Represented by: Ing. Eva Lošťáková, headmaster

hereinafter referred to as "the Beneficiary" and "the Sending Organization"
of the one part

and

Official name: **ESMOVIA – Sistema Practices S.L.**

Address: Pintor Martinez Cubells, 2, pta. 6, 460 02, Valencia, Spain

Represented by: Maria Angeles Ruiz Gamez, Legal representative

hereinafter referred to as "the Supporting Organization" or "Intermediary Organization"
of the other part

It has been agreed as follows:

Article 1 Object of the Agreement

1. The contracting parties - the Beneficiary and the Supporting Organization - undertake to carry out a vocational training within the EU Erasmus+ program, in accordance with the rules stated in the Grant Agreement No. **2022-1-CZ01-KA121-VET-000057213**, which was concluded between the Beneficiary and the national agency "Dům zahraniční spolupráce" (hereinafter referred to as the "grant agreement") and further in accordance with the rules stated in this contract.
2. The Sending Organization hereby engages the Supporting Organization to assist in the realization, organization and management of the Erasmus+ project in the hosting city of the Mobility. In particular, the Supporting organization will provide the participants with suitable host organizations, accommodation, food and tutoring during the Mobility and will participate in the assessment and certification of mobilities.
3. The number of the project supported by the Erasmus+ program is 2022-1-CZ01-KA121-VET-000057213.
4. This contract, which the contracting parties have read and understood, governs the relationship between these contracting parties and defines the rights and obligations associated with their participation in the aforementioned internship.
5. The detailed regulation of the rules for the implementation of the professional internship is specified in the grant agreement.
6. By signing this agreement, the Supporting Organization declares that it has familiarized itself with the rules stated in the grant agreement in detail before signing this contract and undertakes to comply with the rules. In the event of non-compliance with the rules specified in the grant agreement or in this contract, he assumes full responsibility for the damage.



Article 2 Details about the Mobility

1. The parties undertake to carry out a training program for a group of participants. The training language is Spanish. Necessary language level of all participants is Spanish at level A2 CEFR.
2. The hosting country is **Spain** and the hosting city is **Valencia**.
3. The number of participants is **6** and the planned period of the Mobility is **24.04.2023 – 23.05.2023**.
4. The number of accompanying persons is **1** and the planned period of the mobility is **24.04.2023 – 03.05.2023**.
5. The length of the period cannot be modified, but the starting date and the finishing date of the mobility could change by maximum 3 days only in case of serious reason and only if the number of training days is not affected. The modification shall be allowed only by written approval of both parties.
6. Participants are placed in suitable workplaces in host companies/organizations that are related to their field of specialization and provided CVs and cover letters.
7. During the Mobility meals -full board - are provided to the Group.
8. During the Mobility period, accommodation in host families is provided for the Group. For students rooms for max 2 persons, for teachers single room.
9. During the Mobility period public transport passes are provided to the Group that are valid in both – the place of work and place of accommodation.
10. If Sending Organization would like to change a participant before the Mobility starts, it can be done without any charge if the new participant is the same specialization.

Article 3 Obligations of the Sending Organization

The Sending Organization undertakes to:

1. Select the participants and collect all necessary information to ensure that the conditions of the participant's placement meet the eligibility criteria under the Erasmus + program.
2. Provide the participants with proper linguistic and cultural preparation.
3. 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 Sending organization, the Receiving Organizations (hosting companies) and/or the Supporting organization.
4. Provide participants' documents (CV, cover letter, accommodation booking form) to the Supporting Organization at least 2 months before arrival.
5. Provide full support to participants in the performance of administrative formalities necessary for entry and stay in the receiving country.
6. Ensure the insurance of all participants in accordance with the requirements of the Erasmus+ program: health insurance, accident insurance, third party liability insurance, luggage insurance; which must cover the whole training period and all their activities.
7. Ensure that all the measures have been taken to cover the participants for adequate social security during the placement.
8. Ensure that all costs for the participants will be covered by the Erasmus+ grant or by other co-financial resources.
9. Arrange the travel of participants to the country of internship and inform the Supporting Organization about travel arrangements.
10. Give the participants' details about the Supporting organization, country/area and working conditions.
11. Be responsible for dissemination of the project results in the home country of the Beneficiary.



12. Participate in the issuing of the Europass – mobility documents.
13. Supervise the participants during the placement via an accompanying teacher and/or via the cooperation with the Intermediary organization.
14. Ensure that Mobilities are implemented in accordance with the Principles for Quality in Learning Mobility (former ECVET).

Article 4 Obligations of the Supporting Organization

The Supporting Organization undertakes to:

1. Find suitable work placements in companies. Each work placement will be chosen according to the field of study, individual learning needs and English level of the participant.
2. Communicate to the Sending Organization the final list of Receiving Organizations (companies), that shall act as workplaces of the participants not later than 14 days before the beginning of the Mobility.
3. Ensure that participants have 30 - 40 working hours per week.
4. Communicate to the Sending Organization the names of representatives and contact details of the mentors in Receiving Organizations, who shall lead and assist the participants during the Mobility.
5. Inform sending organization about working conditions and dress code for each participant.
6. Ensure a supervisory and mentoring service for the participants and monitor their professional improvement in the workplace.
7. Provide monitoring of the Mobility, communicate with the accompanying person (when present) and project coordinator regarding the participants activities and progress.
8. Ensure the evaluation of the skills and competences acquired during the placement by the Receiving Organization (filling in Personal Transcript – Evaluation Form).
9. Ensure that the Europass – mobility documents will be confirmed by the Receiving Organization.
10. Source appropriate accommodation and board for the participants. The chosen accommodation arrangements must also guarantee optimal integration of the beneficiary.
11. In case of conflict or misunderstanding between the Receiving Organization and the participant, or with the host family, the Supporting Organization will arrange a mediation to find a satisfactory outcome to the conflict. In the event that the mediation proves to be inefficient the Supporting Organization shall seek a new host family and or Receiving Organization for the participant.
12. Ensure that Mobilities are implemented in accordance with the Principles for Quality in Learning Mobility (former ECVET).
13. Take part on dissemination of the project in the home county of the Supporting Organization.
14. Issue certificates of work experience to the participants.

Article 5 Financing and Payment Conditions

1. For internships regulated by this contract, the Sending Organization undertakes to finance mobility expenses in accordance with the funding rules established by the Czech National Agency.



2. All payments under this Agreement will be made in Euro currency by bank-to-bank transfer to an account designated by the Supporting Organization, unless otherwise agreed in writing.
3. The Beneficiary undertakes to pay to the host organization the following concepts for:

Half board accommodation for 6 participants for the time period – see article 2, point 4:
€ 9738

Single room accommodation for accompanying person, see article 2, point 4: **€ 560**
4. The total amount of **€10 298,-** will be paid to the Supporting Organization in two following payments:
 - **80 %** of the total amount of **€8 238,-** before the start of the Mobility period, at receipt of an invoice
 - **20 %** of the total amount of **€2 060,-** until the end of the Mobility period
5. In case the service provided by the Supporting Organization is not appropriate or not of sufficient quality, Supporting Organization shall resolve and eliminate the shortcomings. Otherwise, the Supporting Organization is obliged to provide the beneficiary with a reasonable discount.
6. In case the service was not provided by the Supporting Organization, the Supporting Organization will refund the Beneficiary the full amount for the service not provided.

Article 6 Premature termination of the Mobility

1. In case of justified termination of the program by any of the Participants (major case: repatriation, return due to the death of a close family member), the amounts due for the Mobility of this Participant (for accommodation) will be adjusted according to the mobility days that were realized.
2. In case any of the Participants decides to interrupt the Mobility without any serious reason or justification, Supporting Organization shall not be obliged to refund the unutilized, proportionate amount of that Participant to the Sending Organization.
3. Upon termination of the training agreement with the hosting organization (refusal to continue hosting the Participant, or to economic foreclosure), the Supporting Organization will reassign the Participant to a new company.

Article 7 Covid-19

1. In case of a positive covid test of one of the Participants before arriving on mobility, the Beneficiary is entitled to send a replacement participant.
2. If symptoms of Covid are suspected during the internship, the Supporting Organization will organize a test for the Participant. This Participant will be isolated in a separate room and quarantined. If Covid -19 is confirmed, all participants from his/her room will be isolated in and tested.
3. The Supporting organization will provide the covid-positive Participant with accommodation with full board for the necessary period of quarantine according to the instructions of the Beneficiary.



4. The Beneficiary will cover any increased costs of the Support Organization for the accommodation and food of the Covid-19 affected participant(s).
5. After the end of the quarantine, the Support Organization will ensure the continuation of Mobility under the original conditions.

Article 8 Monitoring and Supervision

1. The Supporting Organization undertakes to inform the Beneficiary without delay about all matters and changes related to the organization and implementation of the Mobility. The Supporting Organization also undertakes to keep for the Beneficiary all documents demonstrating that the Mobility was implemented in accordance with the grant agreement.
2. The Supporting Organization shall make available to the Beneficiary any document making it possible to check that the aforementioned work programme is being or has been carried out.

Article 9 Data Protection

1. Data protection: Both Parties shall process personal data and the free movement of such data regarding the General Data Protection Regulation ("GDPR") (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons and repealing Directive 95/46/EC (General Data Protection Regulation).
2. The Supporting Organization collects processes and uses the personal data of the participants. To support the dissemination of the project results and of the Erasmus+ program, the Supporting Organization intends to publish photos and videos of the training and cultural programme via the receiving organization's website. For this purpose, the Sending 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 Sending Organization is obliged to inform the Supporting Organization if a participant / his legal representatives have not given their written consent.

Article 10 Dispute resolution and Application Law

1. In the event of a dispute between Sending Organization and Supporting Organization arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
2. In the event that a dispute cannot be resolved amicably by the parties through negotiations within 30 days of the commencement of such negotiations, the dispute shall be submitted to arbitration in accordance with the laws of the country of Sending Organization.

Article 11 Termination of the contract

1. The Beneficiary may terminate the contract if the Supporting Organization has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification of the Supporting Organization by registered letter has remained without effect for one month.
2. The Supporting Organization shall immediately notify the Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12 Final Provisions

1. This contract becomes valid and effective on the date of signature by both contracting parties.



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2. Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.
3. Both parties undertake to adhere to the Erasmus quality standards ("Erasmus Quality Standards - mobility projects - VET, adults, schools" 2021-2027) when implementing Mobilities.
4. This agreement is drawn up in 2 copies with the validity of the original, of which each contracting party will receive 1 copy of the contract.
5. The contracting parties declare that they have read this agreement before signing it, that it was entered into after mutual discussion according to their true and free will, definitely, seriously and intelligibly.

SIGNATURES

For the Beneficiary

OBCHODNÍ AKADEMIE
Palackého 18, 796 01 PROSTĚJOV
IČO: 479 22 117
Tel./fax: 582 345 260

Ing. Eva Lošťáková
Headmaster

Done at Prostějov
Date: 20/01/2023

For the Supporting Organization



ESMOVIA
Sistema Práctica s.l.
C/ Martínez Cubells, 2, 1a
46002 Valencia - España
z Gamez

Legal representative

Done at Valencia
Date: 23/01/2023