

CONTRACT FOR THE PROVISION OF SERVICES Nr. 111/2023

(in connection with the implementation of a project under the ERASMUS+ programme)

The following agreement is between:

Full legal name: Zavod za Novodobno Izobraževanje; **Legal address:** Pasterkova ulica 3, 2000 Maribor, Slovenia;
National ID: 26119447

Legal representative: Sonja MARKIČ
(hereinafter **hosting partner or provider**)

and

Full legal name: Střední průmyslová škola a Střední odborné učiliště Pelhřimov; **Legal address:** Friedova 1469,
Pelhřimov, 39301, Czech Republic

National ID: 14450470

Legal representative: Bc. Lukáš Tříška
(hereinafter: **sending partner or beneficiary**)

have agreed

The Conditions and Annex below:

CONDITIONS:

1. Purpose of the mobility program

Sending partner to Grant Agreement No. [2023-1-CZ01-KA121-VET-000120573] entered into with the Czech National Agency for International Education and Research / Dům zahraniční spolupráce, reg. No.: 61386839, with its registered office at Na Poříčí 1035/4, 110 00 Prague 1, as the National Agency of the Erasmus+ Programme (hereinafter referred to as the "National Agency" or "NA"), the Sending organisation is the beneficiary of a grant for the implementation of a project under the Erasmus+ Programme (hereinafter referred to as the "Project" or the "Grant Agreement").

2. Duration of the mobility program and the number of participants

The whole duration of mobility program in Slovenia is 2 weeks, from 04/11/-18/11/2023

Number of participants: 10 + 2 teachers

3. THE SENDING PARTNER undertakes to:

- Ensure quality selection of the participants and their preparation before mobility (including good understanding of the aim of mobility, respectful and responsible behavior during mobility etc.)
- Provide all relevant and known information and documents (including Europass CV and application form and/or motivation letter, health conditions, allergies etc.) about the participants, to the partner the latest 30 days before mobility.
- Arrange health, liability and accident insurance for participants
- Provide the list and all needed project documents or their templates the latest 5 days before mobility
- Help solving any difficulties that could occur during the mobility program

A. TUTOR

Underaged participants need to be accompanied with competent tutor. Tutor needs to fulfil minimal linguistic requirements under Common European Framework of Reference for Languages – English B1.

Role of the tutor:

- Supporting students during mobility by following basic principles of mobility (24-hour program, adapting to new situation, flexibility, readiness for learning, respect for other cultures, acceptance of diversity etc.)
- Ensuring that candidates respect the rules of mobility, the rules of accommodation and are attending the activities on time
- Connecting the group, helping to create mutual understanding and support, positive approach
- Immediately reporting any issues to hosting partner and being actively involved in finding solutions
- Being available by phone, for participants and hosting partner, all the time during the mobility

B. PARTICIPANTS

Before mobility:

- Participants need to fulfil minimal linguistic requirements (under Common European Framework of Reference for Languages for English - A2 for manual work, B1 for other professions)
- Participants need to be in good physical and mental health, so she/he can function independently.

In case of any prior medical diagnosis, the hosting partner must be notified.

Additional consensus between partners is needed before hosting these participants.

- Participants shouldn't have any criminal record

Responsibilities of participants during mobility:

- Respecting the rules of accommodation (smoking, drinking alcohol, noise after quiet hours, not keeping the place clean, having overnight guest etc. are not allowed.)
- Attending the work placement regularly. The only valid reason for absence is health issues that need to be validated with health certificate from the doctor. Participants is obliged to inform company and hosting partner about his absence.
- Not consuming alcohol, drugs or being involved in any criminal actions

In case of participants' violation of the above rules, partner reserves the right of participants expulsion from the program.

4. THE HOSTING PARTNER undertakes to:

- Take the necessary measures for preparation and efficient implementation of mobility program in hosting country
- Select the most suitable host companies or organizations in order for each participant to achieve the placement objectives, more specifically the learning outcomes outlined in each learning agreement;
- Provide a proper accommodation for the duration of the project to the participants and accompanying persons in line with average country's standards;
- Arrange local transport tickets every participant (when previously agreed with sending partner)
- Arrange transfers from/to the airport (when previously agreed with sending partner)
- Arrange language course (when previously agreed with sending partner)

During the mobility:

- Pick up and welcome participants upon their arrival in Maribor
- Organise personal and work preparation during first 2 days after arrival
- Organise the interview in the hosting companies before the start of the internship.
- Ensure the mentoring of the participants during their stay
- Provide 24h emergency and technical support to participants on mobility.
- Provide all needed project documents requested by sending organisation
- Support the hosting companies in monitoring and evaluating the students performance on work placement.

5. QUALITY STANDARDS

The Sending partner declares that when providing services under this Contract, it is bound by the terms and conditions of the Grant Agreement, including all its annexes, as well as the Erasmus+ Quality Standards. The Parties further declare that they are aware of the specific nature of their cooperation hereunder resulting from the fact that the funds managed by the Sending organisation under the Grant Agreement within the framework of the implementation of the Project are funds provided by the European Union, which implies, inter alia, the control and supervisory powers of the National Agency and any other institutions and that they are funds earmarked for the efficient and cost-effective implementation of the Project in accordance with the contractual rules.

The Hosting partner agrees to provide the Sending partner with high quality performance in accordance with current industry standards and the provisions of this Contract. The Parties agree that the performance under this Contract will be provided pursuant to the Erasmus+ Quality Standards specified in Annex I of this Contract which forms an integral part thereof. To avoid any doubt, the Parties acknowledge that in the event of a contradiction between the text of the Contract and its annexes or other documents or in the event of a discrepancy in the interpretation of this Contract between the Provider and the Beneficiary, the Beneficiary will have the final right to decide and will be liable to the National Agency for the proper implementation of the Project.

The Parties agree that the Provider may provide performance hereunder through a third party (sub-contractor) only with the prior written consent by the Beneficiary. The Provider acknowledges that, even if consent is granted by the

Beneficiary pursuant to the preceding sentence, the Provider will be solely responsible for providing proper and timely performance in accordance with this Contract and fulfilling all obligations hereunder. If, with the Beneficiary's consent, a third party (sub-contractor) is involved in providing the performance, the Provider will ensure that the third party agrees to fulfil all obligations and comply with all standards hereunder.

6. PERSONAL DATA PROTECTION AND PARTY DETAILS FOR COMMUNICATION

For the purposes of processing personal data hereunder during the performance of its obligations under the Grant Agreement in relation to this Project, the data controller is:

Head of Unit B4

Directorate B - Youth, Education and Erasmus+

Directorate-General for Education, Youth, Culture and Sport

European Commission

1049 Brussels, Belgium

The Provider acknowledges that it will be registered by the Beneficiary as a Supporting Organisation in accordance with the terms of the Grant Agreement in the official Erasmus+ electronic reporting and management tool.

Any communications to the Beneficiary must be sent by the Provider to this address:

[Name of the entity]: Zavod za Novodobno Izobraževanje

[Full official address]: Pasterkova ulica 3, 2000 Maribor, Slovenia

[Name of the contact person]: Neja Cerar Babič

[Position]: Coordinator for Partnership

Telephone: [complete]: +386 40 436 834

E-mail address: [complete]: partnersorg@zni.si

Any communications to the Provider must be sent by the Beneficiary to this address:

[Name of the entity]: Střední průmyslová škola a Střední odborné učiliště Pelhřimov

[Full official address]: Friedova 1469, Pelhřimov, 39301, Czech Republic

[Name of the contact person]: Ing. Jaroslav Hejda, +420 565 349 428

[Position]: project coordinator

E-mail address: [complete]: hejda.jaroslav@spssou-pe.cz

If when providing services under this Contract, the Provider works with personal data, it must process them in accordance with Regulation (EU) 2018/1725 and other applicable generally binding legal regulations.

The Provider must ensure that persons providing performance under hereunder have access to personal data only to the extent strictly necessary and that such persons are bound to confidentiality.

7. INTELLECTUAL PROPERTY RIGHTS

If intellectual property rights arise during the course of the performance provided hereunder, the Provider grants the Beneficiary an exclusive licence to use such rights in any and all ways without territorial or quantitative limitation for the entire duration of the relevant rights. The Beneficiary is entitled to grant a sub-licence to a third party to the same

extent, in particular in terms of disposal of the Project outputs in accordance with the Erasmus+ rules. To avoid any doubt, the Parties declare that the remuneration for any licence granted in this manner is already included in the remuneration hereunder.

If the provided performance includes outputs that are subject to the rights of a third party, the Provider will also ensure the authorisation to dispose of the materials and/or documents at least to the extent provided for in the preceding subsection, in particular by obtaining the necessary licences and authorisations from the right holders concerned.

8. FORCE MAJEURE

Force Majeure means any unforeseeable, exceptional situation or event beyond the control of the Parties which prevents either Party from performing its obligation hereunder and which is not due to the fault or negligence of the relevant Party or its sub-contractor(s) and which is unavoidable despite the due diligence of the relevant Party. The following events do not qualify as force majeure: labour disputes, strikes, financial difficulties or service failures, defects in equipment or materials, delays in delivery of services or materials, unless they are directly attributable to a specific act of force majeure.

If a Party is affected by force majeure, it must inform the other Party without undue delay, stating the nature of the circumstances, their likely duration, and foreseeable effects.

A Party is not liable for any delay in the performance of its obligations hereunder if the delay is due to force majeure and if it has fulfilled its information obligation under the provisions of the preceding paragraph. If the Provider is unable to fulfil its contractual obligations due to force majeure, it is entitled to remuneration only for the actual performance that has been provided. If force majeure prevents the proper performance of the obligations hereunder for more than 30 days, or if it is apparent that force majeure is highly likely to prevent the Provider from properly providing performance for more than 30 days, the other Party will be entitled to withdraw from this Contract.

The Parties will take all necessary measures to limit the damage caused by force majeure.

9. Payment arrangements

The pricing of the hosting partner's services are defined in the **Annex I – Budget offer for ZNI services** with which both parties agree.

- 80% of the total costs should be paid in advance, before arrival of participants.
- 20% 2 weeks after the end of mobility program in Slovenia.

The participants are obligated to pay a **deposit of 50€** each on the first day of arrival for any breakages, smearing and disruptions made in the accommodation. If there will be no damages in the room, the deposit will be returned before departure of participants or the latest 21 days after departure of the group. In this case the money will be refunded to the bank account of participants.

Participants who will cause the damage in the accommodation is due to pay the reparation of the caused damage from deposit.

If the deposit will not cover the total amount, sending partner takes responsibility for paying the difference.

10. Final provisions

The National Agency will be entitled to monitor the progress of Erasmus+ activities and projects in accordance with the terms and provisions of the Grant Agreement and the aspects contained in the Erasmus+ Programme Guide and the National Agency Guide and will have access to all related documents and materials. The Provider agrees to provide such access to the National Agency and the Beneficiary and to retain all documents and materials related to the performance provided hereunder for a period of five years after the termination of the performance.

The Contract becomes effective on the date it is signed by the last party to the Contract. If this Contract is subject to publication in the Register of Contracts, it will take effect on the date of such publication, in which case the Beneficiary agree to ensure its publication. For this purpose, the Parties expressly declare that this Contract does not contain any trade secrets and no other circumstance prevents the possibility of publishing this Contract in the Register of Contracts.

The Provider will report regularly to the Beneficiary on the performance provided, at least with a monthly frequency, unless the Parties agree otherwise.

At the Beneficiary's request, the Provider will provide any additional information regarding the performance provided and the cooperation between the Parties hereunder that is necessary for the purposes of reporting, Project monitoring and the implementation of the Grant Agreement.

The Provider must inform the Beneficiary without undue delay of any problem(s) that affect(s) or could materially affect the Provider's ability to perform under this Contract. The information specified in this paragraph will include the identification of the problem, the time of its occurrence and the corrective actions that the Provider is taking to resolve it.

The Parties agree that the information under the provisions of this Article will be transmitted by e-mail, unless the Beneficiary requests another means of transmission (e.g. in paper form) in justified cases.

The Parties declare that they have fully acquainted themselves with the obligations related to the performance of this Contract and all relevant documents. In witness of their true and free will to enter into this Contract, the Parties have attached their handwritten or electronic signatures as follows.

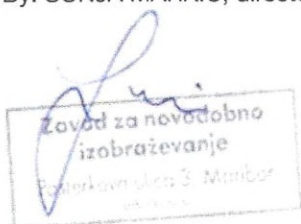
This Contract is governed by Slovenian law.

This agreement, which is drawn up in English, in two original copies, shall enter into force upon signature by both parties, each party retaining one signed copy

on behalf of hosting partner:

Signed:

By: SONJA MARKIČ, director



Stamp of the organisation:

Date: 19.10.2023

on behalf of sending partner:

Signed:

By: Bc. Lukáš Tříška, headmaster

Stamp of the organisation:

**Střední průmyslová škola a
Střední odborné učiliště Pelhřimov**
Friedova 1469
393 01 Pelhřimov

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Date: 25.10.2023

ANNEX I – BUDGET OFFER FOR ZNI SERVICES

Student:

Category	Description	Unite	Price/unite	For 14 days
Accommodation	Twin/triple rooms in Shotel	2w	265,00 €	265,00 €
Full Board	Delivered/picked up packed breakfast and lunch + dinner in a restaurant	day	19,00 €	266,00 €
Preparation	Including personal, work preparation, cultural activities (city tour, 1 museum, 1 local trip); total 15 hours (WITHOUT LANGUAGE COURSE)	program	110,00 €	110,00 €
Work placement	Organising work placement, administration, monitoring and evaluation	program	400,00 €	400,00 €
Local transport	Bus transport	2w	10,00 €	20,00 €
	Total			1.061,00 €

Teacher:

Category	Description	Unite	Price/unite	For 14 days
Accommodation	Single room in Shotel	week	390,00 €	390,00 €
Half Board	Delivered/picked up packed breakfast + dinner in a restaurant	day	14,00 €	196,00 €
Cultural activities	City tour, 1 museum, 1 local trip; total 15 hours	program	110,00 €	110,00 €
Local transport	Bus transport	2w	10,00 €	20,00 €
	Total			716,00 €

ANNEX II - ERASMUS QUALITY STANDARDS

