

## CONTRACT ON PROVIDING EDUCATIONAL SERVICES

entered on the date specified below by:

### 3. ZŠ U Říčanského lesa Říčany, p.o.

Address: Školní 2400/4, 251 01 Říčany  
ICO: 720 453 96  
Email: [REDACTED]  
Represented by: Mgr. Dalibor Dudek, ředitel školy

(hereinafter referred to as „**Recipient**“)

and

### EUROPEAN TRAINEE ACADEMY SPAIN SL

Address: CALLE CATAMARAN, S/N - NUEVA TORREQUEBRADA.  
29639, BENALMADENA, MALAGA  
NIF: B10973089  
CIF: ESB10973089  
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Represented by: Ing. Lukas Hermanek, Director  
Tel.: [REDACTED]  
Email: [REDACTED]

Bank Details: [REDACTED]  
Bank Account Number EUR: [REDACTED]

(hereinafter referred to as „**Provider**“)

(Recipient and Provider together hereinafter referred to as „**Parties**“, and individually as „**Party**“)

### I. Introductory Provisions

1. Provider is a private school primarily engaged in the provision of education at the school's headquarters and its partner schools; also provides accommodation on or off its campus according to availability and provides meals for students or their teachers at the partner school or hotel.
2. Provider declares and Recipient acknowledges that the funds intended for execution of the Subject of this Contract as defined in Article II. come from the Erasmus + Programme.
3. The recipient declares that in ensuring the provision of performance according to this contract, he is bound by the conditions resulting from the grant agreement, including all its annexes, as well as the **Quality Standards of the Erasmus+ program**. The contracting parties further declare that they are aware of the specific nature of the cooperation under this contract, resulting from the fact that the funds used by the beneficiary under the grant agreement as part of the implementation of the project are

funds provided by the European Union, which results, among other things, from also control and supervisory authorizations.

4. The provider undertakes to provide the recipient with high-quality performance in accordance with current industry standards and the provisions of this contract. The contracting parties have agreed that performance under this contract must be provided in accordance with the Quality Standards of the Erasmus+ program listed in **Annex 3 of this contract**, which forms an integral part of it.
5. The purpose of this contract is to provide Recipient with the execution of educational **internships for students and/or tutors at the international school in Spain** in the scope according to the Specification of the Subject of the Contract – Annex no. 1.

## II. Subject of the Contract

1. The subject of this contract is Provider's obligation to provide in particular educational and accommodation services specified in detail in the **Specification of the Subject of the Contract - Annex no. 1** to Recipient and Recipient's obligation to accept the duly performed services and/or for the results of Provider's activity and pay the agreed remuneration to Provider (hereinafter „**Subject of the Contract**“).


2. [REDACTED]

Specified in detail in Annex no. 1 – **specification of the subject of the contract** (hereinafter „**Internship**“).

## III. Provider's Rights and Obligations

1. Provider is obliged to provide services specified in Article II. of this Contract duly and with professional care, using his professional knowledge and experience, in accordance with interests and instructions of the Recipient and with binding legal regulations. In the case of incorrect or unsuitable instructions from the Recipient, the Provider is obliged to notify the Recipient and propose other suitable solution.
2. Recipient is obliged to attend work meetings with Provider or with persons designated by Provider, in order to discuss procedures related to provision of services in accordance with Article II. of this Contract (realization of the Internship). The work meetings are scheduled by the Provider at least 1 day in advance.
3. Provider reserves the right to change, at the expense of Recipient, the term of the Internship provided that at least 70% of the registered participants listed in the List of Participants in Annex no. 2 would not be able to participate in the designated term.

#### IV. Recipient's Rights and Obligations

1. Recipient is obliged to provide the Provider with all the necessary available information, data, correspondence, and documents, as well as to provide the Provider with the necessary cooperation needed for fulfillment of the subject of this Contract, within 5 workdays after Provider's notice.
2. Recipient is obliged to react to notices, requests, and other communication from Provider within 5 workdays from the delivery of such communication.
3. 
4. Recipient shall notify the Provider of any individual diet requirements (e.g., vegetarian, vegan, or gluten-free diet), **by April 30, 2024**. If no requirements are notified within this period, it is considered there are no such requirements. For the avoidance of doubt, the Parties expressly agree that these special requirements are not included in the subject of this Contract as specified in Article 2 of this Contract and therefore are not included in the remuneration for Provider. Provider reserves the right to not fulfill such individual diet requirements if the above period for notification is not met.
5. Recipient is responsible for the eligibility of participants of the Internship to enter the designated foreign country i.e., that the participant meets the entry, customs, and other requirements of the foreign destination country. Particularly that the participant has a valid travel document (ID, passport), that they have been granted a permit to enter/residence permit by the foreign destination country and that they are not aware of any other public or private restrictions to enter/stay at the foreign destination country.
6. Recipient is responsible for the insurance of persons that participate in the Internship. Each participant is required to individually take out travel insurance covering primarily insurance for medical expenses up to a min. amount of 200.000 EUR, from the day of beginning of the Internship till the end of the Internship.
7. Recipient is entitled to submit proposals and complaints regarding the execution and organization of the Internship within 5 workdays from the action performed by the Provider. Complaints and proposals submitted later will not be taken into account.
8. Recipient will reimburse Provider for all expenses for the fulfillment of the internship purposefully incurred so far prior to the change of the Internship's term and for subsequent expenses for holding the Internship on the changed term provided that the study internship will be changed based on the Provider's right to change the term of the Internship according to Article III. paragraph 3 of the contract.
9. Recipient is obliged to ensure participation in the Internship of participant listed in the List of Participants in the Annex no. 2. If such participant does not take part in the Internship, the Recipient is obliged to pay the remuneration attributable to one such participant in the amount of:
  - a. 30% of the remuneration attributable to one participant, provided that the notification of non-participation occurs more than 14 days prior to the beginning of the Internship. The date of departure to the designated place of Internship is considered to be the beginning of the Internship.
  - b. 50% of the remuneration attributable to one participant, provided that the notification of non-participation occurs 14 days or less than 14 days prior to

the beginning of the Internship. The date of departure to the designated place of Internship is considered to be the beginning of the Internship;

for the purpose of this section, the remuneration attributable to one participant of the Internship is calculated as a mathematical average, where remuneration according to Article V, section 1 will be divided by the number of participants listed in the initially submitted List of Participants in the Annex no. 2.

### V. Remuneration and Payment Terms

1. The Parties have agreed on total fixed contractual remuneration for the implementation of the Internship in accordance with Article II of this contract in the amount of **41 240 EUR** (hereinafter „**Remuneration**“).

2. [REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED] the  
[REDACTED] is  
[REDACTED] date

[REDACTED] amount  
[REDACTED] no

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. [REDACTED]

## VI. Contract Duration, Contract Termination, Consequences of Contract Termination

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(hereinafter „**Settlement Amount**“). The Parties acknowledge, that within the settlement, the Recipient's claim from the invoice issued on the day of signature of this contract for an amount of 70% of the Remuneration will be set off against the Settlement Amount.

## VII. Contractual Penalties

1. [REDACTED] Sections

2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]  
applies.

### **VIII. Personal Data Protection**

1. In all the cases when personal data is provided by one Party to the other Party in connection with the conclusion or with performance of this contract, the Party that provides personal data is obliged to ensure legality of personal data processing in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ES (General Data Protection Regulation), and in accordance with national regulations on personal data protection. If the consent of the data subject is required for processing of personal data according to the GDPR or the Spanish law, the Party that provides the personal data is obliged to secure this consent for the other Party timely. The Parties are obliged to prove to each other upon request that they have fulfilled their obligations under this section.

### **IX. Force Majeure**

1. Parties are not in default with fulfilling their obligations if they were prevented from doing so by force majeure. For the purpose of this contract, force majeure is in particular war, mobilization, civil uprising, strikes, civil riots, natural disasters, and epidemics, regardless of whether they occur in Spain or on territory of another state, as long as they are affecting the fulfillment of this contract.
2. In such case, occurrence of force majeure shall be only if such obstacle impacts fulfillment of the obligations of a Party to a great extent. For the avoidance of doubt, any obstacle able to have negative effect on realization of Internship or its course is to be considered obstacle that impacts fulfillment of the obligations of a Party to a great extent.
3. In the event of force majeure that prevents proper realization of the Internship, Recipient shall have the choice whether to:
  - a. Arrange an alternative date for the internship after the end of force majeure, or
  - b. Agree on the termination of the contract, while the paid Remuneration reduced by an administrative fee of 15% out of Remuneration in accordance with Article V Section 1 is to be returned to Recipient. Consequences of such termination shall be resolved by agreement of the Parties.

## **X. Final Provisions**

1. This contract becomes valid and effective with the signature of both Parties.
2. All written notices and written juridical acts shall for the purposes of this contract be delivered to the addresses of Parties listed in the header of this contract. For the effect of delivery, delivery by email or by other method is deemed sufficient. If the Party refuses to accept the shipment, the shipment is deemed delivered at the time of such refusal.
3. All disputes arising from this contract and/or in connection with it shall be finally decided with the courts of Malaga, for any doubts that may arise from the interpretation and execution of this contract.
4. This contract may be changed at any time during its term only by written numbered amendments signed by both Parties. Deviating from the provisions of Civil Code, which regulate the conclusion of contract, Parties have agreed that amendment is concluded only when the written draft of amendment signed and provided by one Party has been signed by the other Party in the wording of submitted draft without any changes, or conditions etc. and has been delivered to the proposing Party. The case when the Party to whom the proposal was addressed acts in accordance with the draft of the amendment, i.e., if it performs or accepts performance without signing the draft of the amendment at the same time, shall not be considered as acceptance of the amendment.
5. Other legal relations not regulated by this contract shall be governed by the relevant Spanish Law.
6. If the Recipient is obliged to publish this contract in the register of contracts, he undertakes to do so on the effective date of this contract, otherwise the Recipient is responsible to Provider for any damages caused by such breach.
7. This contract is drafted in two copies in English language, of which each Party shall receive one copy.
8. The contracting parties acknowledge that the contract is subject to the obligation of publication in the register of contracts maintained by the Ministry of the Interior of the Czech Republic. The contracting parties declare that no data in the contract constitutes a trade secret. The contracting parties have agreed that the publication of the contract in the register of contracts will be ensured by the Elementary School at Říčanský les, Říčany, Školní 2400/4, 25084 Říčany.
9. This contract is duly approved by Recipient on 15.3.2024
10. The following Annexes are an integral part of this contract:

Annexes:

1. Specification of the Subject of the Contract
2. List of Participants
3. Quality Standards of the Erasmus+ program

Provider

In Benalmadena

On:



Recipient

In .....

On:



Ing. Lukas Hermanek, Director

Mgr. Dalibor Dudek, ředitel školy



## Specification of the Subject of the Contract - Annex no. 1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Annex nr.2 - List of participants

GROUP 1

Name	Last Name	Date of birth (DD-MM-YYYY)	Email	Cell phone	Email (legal guardian)	Cell phone (legal guardian)	Age (at the internship)	Food allergies/limitations	Uniform Size	Class	Support documents	School	Arrival date	Departure date	Internship start	Internship end
1												The Benalmadena International College	18.5	2.6	19.5	1.6.
2												The Benalmadena International College	18.5	2.6	19.5	1.6.
3												The Benalmadena International College	18.5	2.6	19.5	1.6.
4												The Benalmadena International College	18.5	2.6	19.5	1.6.
5												The Benalmadena International College	18.5	2.6	19.5	1.6.
6												The Benalmadena International College	18.5	2.6	19.5	1.6.
7												The Benalmadena International College	18.5	2.6	19.5	1.6.
8												The Benalmadena International College	18.5	2.6	19.5	1.6.
9												The Benalmadena International College	18.5	2.6	19.5	1.6.
10												The Benalmadena International College	18.5	2.6	19.5	1.6.
1												The Benalmadena International College	18.5	2.6	19.5	1.6.
2												The Benalmadena International College	18.5	2.6	19.5	1.6.
3												The Benalmadena International College	18.5	2.6	19.5	1.6.
4												The Benalmadena International College	18.5	2.6	19.5	1.6.

GROUP 2

Name	Last Name	Date of birth (DD-MM-YYYY)	Email	Cell phone	Email (legal guardian)	Cell phone (legal guardian)	Age (at the internship)	Food allergies/limitations	Uniform Size	Class	Support documents	School	Arrival date	Departure date	Internship start	Internship end
1												The Benalmadena International College	8.6	23.6	9.6	22.6.
2												The Benalmadena International College	8.6	23.6	9.6	22.6.
3												The Benalmadena International College	8.6	23.6	9.6	22.6.
4												The Benalmadena International College	8.6	23.6	9.6	22.6.
5												The Benalmadena International College	8.6	23.6	9.6	22.6.
6												The Benalmadena International College	8.6	23.6	9.6	22.6.
7												The Benalmadena International College	8.6	23.6	9.6	22.6.
8												The Benalmadena International College	8.6	23.6	9.6	22.6.
9												The Benalmadena International College	8.6	23.6	9.6	22.6.
10												The Benalmadena International College	8.6	23.6	9.6	22.6.
1												The Benalmadena International College	8.6	23.6	9.6	22.6.
2												The Benalmadena International College	8.6	23.6	9.6	22.6.
3												The Benalmadena International College	8.6	23.6	9.6	22.6.
4												The Benalmadena International College	8.6	23.6	9.6	22.6.



# Erasmus Quality Standards for mobility projects in the fields of adult education, vocational education and training, and school education

*In the case of conflicting meanings between language versions,  
the English version prevails.*

*Version 1 (2020): 28-05-2020*

## **EUROPEAN COMMISSION**

Directorate-General for Education, Youth, Sport and Culture  
Directorate B — Youth, Education and Erasmus+  
Unit B.2 — Schools and Multilingualism

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Organisations implementing mobility activities must adhere to a common set of Erasmus quality standards. The standards exist to ensure good mobility experience and learning outcomes for all participants, and to make sure that all organisations receiving the Programme's funding are contributing to its objectives.

In a mobility consortium, Erasmus quality standards apply to activities implemented by all beneficiary organisations: the coordinator and the consortium members.

Where needed, appropriate application of Erasmus quality standards in the national context will be further interpreted by the relevant National Agency.

## 1. Basic principles

- **Inclusion and diversity:** the beneficiary organisations must respect the principles of inclusion and diversity in all aspects of their activities. The beneficiary organisations must ensure fair and equal conditions for all participants.

Whenever possible, the beneficiary organisations should actively engage and involve participants with fewer opportunities in their activities. The beneficiary organisations should make maximum use of the tools and funding provided by the Programme for this purpose.

- **Environmental sustainability and responsibility:** the beneficiary organisations must promote environmentally sustainable and responsible behaviour among their participants. The beneficiary organisations should make maximum use of the funding provided by the Programme to support sustainable means of travel.
- **Digital education – including virtual cooperation, virtual mobility and blended mobility:** the beneficiary organisations should use digital tools and learning methods to complement their physical mobility activities, and to improve the cooperation with partner organisations. The beneficiary organisations should make maximum use of the digital tools, online platforms, and other opportunities provided by the Programme for this purpose.
- **Active participation in the network of Erasmus organisations:** one of the objectives of the Programme is to support the development of the European Education Area. Beneficiary organisations should seek to become active members of the Erasmus network, for example by hosting participants from other countries, or by taking part in exchanges of good practices and other contact activities organised by the National Agencies or other organisations. Experienced organisations should share their knowledge with other organisations that have less experience in the Programme by providing advice, mentorship or other support. Where relevant, beneficiary organisations should encourage their participants to take part in alumni activities and networks.

## 2. Good management of mobility activities

### 2.1 For all beneficiary organisations

- **Core tasks - keeping ownership of the activities:** the beneficiary organisations must keep ownership of core implementation tasks and may not outsource these tasks to other organisations.

The core tasks include financial management of the programme funds, contact with the National Agency, reporting on implemented activities, as well as all decisions that directly affect the content, quality and results of the implemented activities (such as the choice of activity type, duration, and the hosting organisation, definition and evaluation of learning outcomes, etc.)

- **Supporting organisations, transparency and responsibility:** in practical aspects of project implementation, the beneficiary organisations may receive advice, assistance or services from other organisations, as long as the beneficiary organisations keep control of the content, quality and results of the implemented activities, as described under 'core tasks'.

If beneficiary organisations use programme funds to pay other organisations for specific implementation tasks, then the obligations of such organisations must be formally defined to ensure compliance with the Erasmus quality standards and protection of the Union funds. The following elements must be included in the formal agreement between the beneficiary and the service provider: tasks to be carried out, quality control mechanisms, consequences in case of poor or failed delivery, and flexibility mechanisms in case of cancellation or rescheduling of agreed services that guarantee fair and balanced sharing of risk in case of unforeseen events. Documentation defining these obligations must be available for review by the National Agency.

Organisations that assist the beneficiary with specific implementation tasks (on paid or voluntary basis) will be considered supporting organisations and must be registered in the official reporting tools. The involvement of supporting organisations must bring clear benefits for organisational development of the beneficiary organisation and for the quality of mobility activities.

In all cases, the beneficiary organisation will stay responsible for the results and quality of implemented activities, regardless of the involvement of other organisations.

- **Contributions paid by participants:** as a form of co-funding, the beneficiary organisation may ask participants in mobility activities for contributions to pay for goods and services necessary for the implementation of those activities. The size of the participants' contributions must remain proportional to the grant awarded for the implementation of the activity, must be clearly justified, collected on a non-profit basis, and may not create unfair barriers to participation (especially concerning participants with fewer opportunities). Additional fees or other participant contributions cannot be collected by supporting organisations or other service providers chosen by the beneficiary organisation.
- **Integrating results of mobility activities in the organisation:** beneficiary organisations must integrate the results of the implemented mobility activities (e.g.



knowledge gained by staff in professional development) in their regular work, in order to benefit the organisation as a whole, its staff, and learners.

- **Developing capacity:** beneficiary organisations should use the programme funds (and organisational support in particular) in a way that gradually increases their capacity to work internationally on a sustainable, long-term basis. In a mobility consortium, all organisations should benefit in this way.
- **Regular updates:** beneficiary organisations must regularly encode the information about planned and completed mobility activities in the tools provided for this purpose by the European Commission.
- **Gathering and using participants' feedback:** beneficiary organisations must ensure that participants complete the standard report about their activities, as provided by the European Commission. The beneficiary organisations should make use of the feedback provided by the participants to improve their future activities.

## 2.2 For mobility consortium coordinators

- **Allocation of tasks:** allocation of tasks between the coordinator and member organisations must be agreed in advance. The tasks (including core tasks) should be divided in a way that best enables participating organisations to pursue their objectives and develop new capacities.
- **Allocation of funding:** the funding awarded for consortium's activities should be divided between the consortium coordinator and the member organisations in a fair and transparent way, in proportion to the tasks and needs of the participating organisations.
- **Joint decision-making:** consortium member organisations must take part in decisions affecting their activities and their participants.
- **Choosing and working with hosting organisations:** consortium member organisations must be involved in the choice of the hosting organisations and must have the possibility to contact them directly.
- **Sharing expertise and resources:** if the coordinator has formed the consortium to promote and coordinate Programme activities in their area of responsibility, then it must take an active role in building the capacity of the consortium member organisations (for example by providing training to their staff, bringing them in contact with new hosting partners, or demonstrating good practices).

In this kind of consortium, the coordinator must actively support member organisations in fulfilling the Erasmus quality standards, and must make sure that consortium members are appropriately involved in tasks that directly affect their participants (for example: selection, monitoring, or definition of learning outcomes).

## 3. Providing quality and support to the participants

- **Practical arrangements:** the beneficiary organisations must ensure the quality of practical and logistic arrangements (travel, accommodation, visa applications, social security, etc.). If these tasks are delegated to the participant or a service provider,



the beneficiary organisation will remain ultimately responsible for verifying their provision and quality.

- **Health, safety and respect of applicable regulation:** all activities must be organised with a high standard of safety and protection for involved participants and must respect all applicable regulation (for example regarding parental consent, minimum age of participants, etc.). The beneficiary organisations must ensure that their participants have appropriate insurance coverage, as defined by the general rules of the Programme and the applicable regulation.
- **Selection of participants:** participants must be selected through a transparent, fair and inclusive selection procedure.
- **Preparation:** participants must receive appropriate preparation in terms of practical, professional and cultural aspects of their stay in the host country. The preparation should be organised in collaboration with the hosting organisation (and the hosting families, where relevant).
- **Monitoring and mentoring:** where relevant based on the format of the activity, the sending and hosting organisations must identify a mentor or a similar key person who will be following the participant during their stay at the hosting organisation and who will help them achieve the desired learning outcomes. Particular attention should be given to the introduction and integration of the participants at the hosting organisation, and to the monitoring of the learning process.
- **Support during the activity:** participants must be able to request and receive support from their hosting and sending organisations at any time during their mobility. Contact persons in both organisations, means of contact, and protocols in case of exceptional circumstances must be defined before the mobility takes place. All participants must be informed about these arrangements.
- **Linguistic support:** the beneficiary organisation must ensure appropriate language training, adapted to the personal and occupational needs of the participants. Where appropriate, the beneficiary organisation should make maximum use of the specific tools and funding provided by the Programme for this purpose.
- **Definition of learning outcomes:** the expected learning outcomes of the mobility period must be agreed for each participant or group of participants. The learning outcomes must be agreed between the sending and hosting organisations, as well as the participant (in case of individual activities). The form of the agreement will depend on the type of the activity.
- **Evaluation of learning outcomes:** learning outcomes and other benefits for the participants should be systematically evaluated. Results of the evaluation should be analysed and used to improve future activities.
- **Recognition of learning outcomes:** formal, informal and non-formal learning outcomes and other results achieved by the participants in mobility activities must be appropriately recognised at their sending organisation. Available European and national instruments should be used for recognition whenever possible.

## 4. Sharing results and knowledge about the programme

- **Sharing results within the organisation:** beneficiary organisations should make their participation in the Programme widely known within the organisation and create opportunities for participants to share their mobility experience with their peers. In case of mobility consortia, the sharing should take place in the whole consortium.
- **Sharing results with other organisations and the public:** beneficiary organisations should share the results of their activities with other organisations and the public.
- **Publicly acknowledging European Union funding:** beneficiary organisations should make their participation in the Programme known in their community and in the wider public. Beneficiary organisation also must inform all participants about the source of their grant.

