

Contract number:

CONTRACT FOR THE PROVISION OF SERVICES
in connection with the implementation of a project under the ERASMUS+¹ programme

This contract (hereinafter referred to as the “**Contract**”) is entered into by and between the following parties:

Contractor (hereinafter referred to as the “Beneficiary or Sending organisation”):

Vyšší odborná škola, Střední průmyslová škola a Jazyková škola s právem státní jazykové zkoušky, Kutná Hora, Masarykova 197

Registration No.: 61924059

Address: Masarykova 197/1, Kutná Hora, Postal code: 284 01

OID: E10071368

represented for the purpose of entering into this Contract by headmaster: [REDACTED] on the one part,

and

Provider (hereinafter referred to as the Receiving organisation):

Your International Training

Address: FBD House, Spa Square, FBD House, Ireland P51 FN26

VAT No.:

OID: E10194068

duly represented for the purpose of signing this Contract by director, [REDACTED] on the other part.

I.1 SUBJECT MATTER OF THE CONTRACT

- 1.** Pursuant to Grant Agreement No. 2023-1-CZ01-KA121-VET-000121701 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 Beneficiary 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.** The whole duration of mobility program (from the project mentioned above) in Ireland is 2 weeks, from 19/05/-01/06/2024 **Number of participants: 14 + 1 teacher.**
- 3.** As part of its business activities, the Provider is engaged in the providing the following services:
 - define with the coordinator a tailor-made programme according to the mobility project’s requirements;
 - assure the realization of the training and freetime activities,
 - 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 responsible for monitoring of the practice;

¹ Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: the Union programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013.

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- 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 receiving organization – assessment of skills and competences acquired by beneficiaries during the practice, based on objective criteria jointly agreed;
 - provide emergency support in case of an accident and/or illness of participants, or crime. The costs for health care services are to be covered by the participants' insurance; Provider does not provide for the costs of health care services;
 - provide the results of the final project evaluation.
- 4.** As regards to the accommodation, subsistence and free time activities for the group, the receiving organization undertakes to:
- provide accommodation in host families in shared rooms for the students and for single room for the accompanying teacher;
 - provide the tickets for public transportation in the city/town of location for the whole group if necessary for the daily travel to the placements
 - provide the following meals for the whole group: Breakfast, Lunch package, Dinner;
 - organize the transfer of the participants from the airport to the accommodation on the day of arrival and back on the day of departure.
- 5.** As part of its activities, the Contractor is engaged in the providing necessary coordination and cooperation:
- provide, before the beginning of the placement programme, the liability insurance and the insurance for the duration of the project which covers all eventualities according to the professional sectors and Irish Laws;
 - provide Participants' information and send it to the Provider at least 40 days before the beginning of the professional programme;
 - if necessary, provide social security and health insurance: Ensure that all measures have been taken to cover participants for adequate social security and health insurance during the programme governed by this agreement;
 - provide the airport travel for participants and inform the receiving organisation of the travel itinerary.
- 6.** The Provider hereby represents that it holds all public authorisations necessary to provide performance hereunder and agrees to ensure that it has all necessary authorisations throughout the term of this Contract. In order to ensure efficient and quality implementation of the Project, the Beneficiary has chosen to arrange for the provision of partial performance through the Provider on the basis of this Contract.
- 7.** The Parties acknowledge that the Beneficiary is entitled to further specify the subject matter of performance hereunder by written communication to the Provider. If there is a change on the part of the Beneficiary during the implementation of the Project leading to the modification of the essential elements of the Project, such as the implementation period, the Beneficiary is entitled to request a change in the agreed terms for the provision of performance or other elements except for the agreed-on remuneration, and the Provider must accept the change if notified in sufficient time, at least 14 days in advance.
- 8.** The Provider hereby agrees to provide the Beneficiary with performance within the scope and under the terms and conditions of this Contract and the Beneficiary agrees to pay the Provider the agreed-on amount for the performance in the agreed-on manner.

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I.2 QUALITY STANDARDS

1. The Beneficiary 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 Beneficiary 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.
2. The Provider agrees to provide the Beneficiary 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.
3. 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.

I.3 REMUNERATION AND PAYMENT DETAILS

1. The Parties agree that for the performance provided by the Provider pursuant to this Contract, the Provider will be entitled to remuneration amounting to **€18333** under the terms and conditions agreed upon below:
 - 80% of the total costs should be paid in advance, before arrival of participants.
 - 20% 2 weeks after the end of mobility program in Ireland.

All payments will be made by bank transfer to the Provider to the following bank account after receiving the relevant invoices. The sending organisation will be responsible for all bank costs derived from transfers.

Bank: AIB Bank, Bank Place, Mallow, Co. Cork
B.I.C: AIBKIE2D
Account: 33363187
IBAN: IE15AIBK93614633363187
Account Name: Munster Internship Centre Ltd

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2. If the remuneration is agreed a time- or task-based reward (i.e. in the form of unit prices, such as per hour of performance), the Provider will submit to the Beneficiary an overview of the performance provided over a relevant calendar month (by the fifth day of the following calendar month) for approval by the Beneficiary. In the event that the Beneficiary has reservations with regard to the submitted overview, it will communicate them to the provider including reasons. The Parties may agree on a different method or frequency of invoicing or on the provision of an advance payment. Based the overview approved by the Beneficiary, the Provider will be entitled to payment of the price according to the overview that has been approved, following which the Provider will issue an invoice to the Beneficiary in accordance with the applicable legislation.
3. If payment of the remuneration hereunder is divided into instalments, the Provider will invoice the Beneficiary for the relevant instalment after the Beneficiary has approved the performance provided by the Provider within the relevant phase.
4. Subject to agreement between the Parties, invoices will be sent to the Beneficiary's contact e-mail address specified in this Contract at least 7 days before the due date of the amount in question.
5. If the Provider fails to provide the Beneficiary with performance in accordance with the Contract or applicable quality standards, or if such a fact arises in relation to the performance provided by the Provider under supervisory or control activities by the National Agency and/or other bodies supervising the proper performance of the obligations agreed on in the Grant Agreement, the Beneficiary may reduce the remuneration for the performance (set a discount on the price of the performance) in proportion to the severity of the unfulfilled obligations or low-quality performance (hereinafter referred to as “**Reservations**”). In such case, the Beneficiary will notify the Provider of its intention to reduce the price, including an appropriate justification and a determination of the expected amount of the reduction.
6. In the case referred to in the preceding sub-section, the Provider is entitled to comment on the facts objected to by the Beneficiary within 14 days of receipt of the notification and to submit its observations within that period. If the Provider submits comments within the time limit, the Beneficiary must address these comments accordingly and subsequently communicate its final decision to the Provider without undue delay. If the Reservations concern performance for which remuneration has already been paid, the Beneficiary will be entitled to reimbursement from the Provider of the amount resulting from that decision at the time of the final decision.

I.4 PROVISION OF INFORMATION

1. The Provider will report regularly to the Beneficiary on the performance provided, at least with a monthly frequency, unless the Parties agree otherwise.
2. 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.
3. 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.

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4. 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.

I.5 OTHER PROVISIONS

1. The Provider is aware of its obligations relating to the visibility of EU funding. The Parties acknowledge that this Contract may be submitted to the National Agency as part of the monitoring of the fulfilment of obligations under the Grant Agreement.
2. The Provider must take all necessary measures to avoid the possibility of a conflict of interest between the Provider and the Beneficiary in the provision of performance under this Contract. If a situation giving rise to a conflict of interest arises or threatens to arise, the Provider must immediately inform the Beneficiary and take measures to remedy the situation.
3. Throughout the performance under this Contract and for a period of five years after payment of the last instalment of remuneration, the Parties will keep confidential any confidential information and/or documents.
4. The obligation of confidentiality does not apply if:
 - a. the Party providing the information will exempt the other Party from this obligation;
 - b. confidential information and/or documents are disclosed by other means without breaching the obligation of confidentiality;
 - c. disclosure of confidential information or documents is required by law, by decisions of public authorities or by the Beneficiary's obligation to cooperate with the National Agency when monitoring compliance with obligations under the Grant Agreement.

I.6 PERSONAL DATA PROTECTION AND PARTY DETAILS FOR COMMUNICATION

1. 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.

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

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Vyšší odborná škola, Střední průmyslová škola a Jazyková škola s právem státní jazykové zkoušky, Kutná Hora, Masarykova 197
Masarykova 197/1, Kutná Hora, Postal code: 284 01
Josef Treml (headmaster, primary contact person)
Mobile: +420725420396
Email: trem1@vos-kh.cz

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

Your International Training

FBD House, Spa Square, FBD House, Ireland P51 FN26

Tara Breslin (director)

Telephone: +353868590083

E-mail address: tara@yourinternationaltraining.com

4. 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.
5. 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.
6. The Contractor gives the consent to the use of all photography for the duration of the project. Images will be posted on the Provider's social media sites and may be used for promotional purposes unless otherwise instructed.

I.7 INTELLECTUAL PROPERTY RIGHTS

1. 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.
2. 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.

I.8 FORCE MAJEURE

1. 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

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equipment or materials, delays in delivery of services or materials, unless they are directly attributable to a specific act of force majeure.

2. 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.
3. 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.
4. The Parties will take all necessary measures to limit the damage caused by force majeure.

I.9 FINAL PROVISIONS

1. 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.
2. 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.
3. 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.
4. This Contract is governed by Czech law.

SIGNATURES

On behalf of the Beneficiary
[first/last name] [REDACTED]
position Headmaster
In Kutná Hora; date

On behalf of the Provider
[first/last name] [REDACTED]
position Director
In Mallow; date 02/04/2024

Stamp and signature

Stamp and signature