



CONTRACT

for a training placement in KA 121 mobility in vocational education and training

Under the Erasmus + Programme

Střední škola technická a zemědělská, Nový Jičín, příspěvková organizace,

U Jezu 7, 741 01 Nový Jičín, Czech Rep.

(OID code: E10169386)

called hereafter "the sending institution", represented for the purposes of signature of this contract by Mgr. Barbora Bezunková, director

of the one part, and

Conley Placements Limited T/A – Language Xchange Ireland, 54 Berkley Lawn, Thomastown, Co. Kilkenny, Ireland, registered in Ireland – 476584, directors: Mr. Con Furey, Dr. Ambrose Furey,

called hereafter "the supporting organisation", represented for the purposes of signature of this contract by Mr. Con Furey, legal representative

HAVE AGREED

the Conditions below:

ARTICLE 1 - PURPOSE OF THE CONTRACT

1.1 The sending institution will provide Community financial support to the participant for undertaking a Training Placement under the KA 1-mobility in VET of the Erasmus+ Programme and will pay for the services indicated in this contract to the supporting institution. Project number: 2024-1-CZ01-KA121-VET-000211550.

1.2 The supporting institution undertakes to carry out the services referred to in this Agreement in the Article 4 Payment Arrangements in accordance with Erasmus+ VET Mobility Quality Commitment. The supporting institution provides the management services and administration services free of charge. The amount billed in the article 4.1 is just for subsistence services for the participants.

1.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure. If such force majeure occurs after such party delays to perform this Agreement, it shall not be exempted from its corresponding liabilities.

ARTICLE 2 - MEMORANDUM OF UNDERSTANDING

- A non-refundable deposit of 25% confirms the booking dates & numbers, once paid.
- The remaining 75% is paid Six weeks in advance of the groups / individual arrival – this is non-refundable from this point of invoicing.

- All Government and public health advice will be implemented into a program when presented – LXI reserve the right to make decisions, cancel &/or adapt programs to meet with this advice and guidance outlined, local to the group, and without financial repercussions. Student, Host Family and Employers Health & Safety come above all else.
- LXI does not include flights or insurance that must be purchased in the country of origin. LXI recommend appropriate insurance is organised – especially for cancellations.
- Preventable disciplinary issues that need to address that are not part of the programme (ie) Police & immigration problems, Public disorder, Inappropriate behaviour, Abuse of alcohol or drugs, mis-selection & avoidable mental health issues, complete rejection of the program etc. -- any such issue will be address & assistance offered by LXI at a billing cost of €25/hr which participants must agree to in advance. (This is a deterrent)
- Certification is issued on completion of the program after program evaluation.
- LXI reserve the right to refuse a student deemed not to be preparing for the program or cooperating in advance of arrival.
- LXI reserve the right to request an interview to assess English levels to be @ B1 & B2.
- LXI reserve the right to remove a student from our program & request their return home, under exceptional circumstances.
- Sending organisation contacts office LXI by email 6 months before planned arrival and LXI will register students 3 or 4 months before arrival on system.
- Groups are assigned to a location once all the Work Preferences are reviewed and /or the School building / Tour availability is addressed.
- Acceptance of our quotation is acceptance of our terms going forward – no exceptions.

ARTICLE 3 - DURATION

2.1 The contract shall enter into force on the date when the last of the two parties signs.

2.2 The arrival date of the group is scheduled on 28. September 2024. The Training Placement shall start on 30. September 2024 and end on 11. October 2024. Departure of the group is scheduled on 12. October 2024.

ARTICLE 4 - FINANCING THE TRAINING PLACEMENT

3.1 For the placement governed by this Agreement, the sending institution undertakes to finance mobility expenditure in accordance with the financing rules established by the Erasmus + National Agency.

ARTICLE 5 - PAYMENT ARRANGEMENTS AND SERVICES

4.1 The sending institution undertakes to pay to the supporting organisation the total amount of 10 945 EUR to arrange following services regarding the training placement for 11 learners (that is 995 EUR per one participant),

- 14 days full board accommodation at the host families for learners in and around Kilkenny, Ireland,
- arrangement of the Work Programme in and around Kilkenny, Ireland, according to the Erasmus Learning Agreement standards in the sector: Joiner/Cabinetmaker, Metal Fabricator/Engineering, Vehicle Mechanic.
- issuing of the Europass certificates and completion of Erasmus Learning Agreement and Complement
- monitoring of the Work Programme
- transport from meeting point in Dublin to the host families and back on the day of arrival and departure for the participants and the accompanying teacher

- sending information about Work Programme 10 days prior scheduled arrival at the latest and about host families for each learner 8 days prior scheduled arrival at the latest

4.2 The sending institution undertakes to pay as follows:

1. payment: 25% of the total amount is due 9 - 12 weeks before arrival, whereby participants are registered by the supporting organization and given access to the English e-learning course.
2. payment: 75% of the total amount is due 6 weeks before arrival.

ARTICLE 6 - BANK ACCOUNT

Payments shall be made to the bank account as indicated below:

AIB Bank, 3 High St., Kilkenny, Ireland. A/c No: 38497-071. Nat. Sort Code: 93-31-98.

(BIC: AIBKIE2D) IBAN: IE64 AIBK 9331 9838 4970 71

The grant is governed by the terms of the contract, the Community rules applicable and, on a subsidiary basis, by the law of the Czech Republic relating to grants. The participant may bring legal proceedings regarding decisions by the institution concerning the application of the provisions of the contract and the arrangements for implementing it before the competent Court in accordance with the applicable national law.

SIGNATURES

For the supporting organisation Language Xchange Ireland

Con Furey, BSc CMIOSH, Managing Director

Done at Kilkenny,

For the sending institution

Střední škola technická a zemědělská, Nový Jičín, příspěvková organizace, U Jezu 7, 741 01

Mgr. Barbora Bezunková

Done at Nový Jičín