

## COOPERATION AGREEMENT

This Agreement, dated 06.01.2025 (the "Effective Date"), is made between **Střední škola Brno, Charbulova, příspěvková organizace** (hereinafter referred to as „Sending Organization”), having its headquarter at Charbulova 1072/106., 618 00 Brno, Czech Republic, EU VAT number: CZ60552255, and **BAMOS Servicios de Movilidad SLU** (hereinafter referred to as "Supporting Organization"), having its headquarter at Calle Gutenberg, 3-13, 3º H 08224 Terrassa, Barcelona, EU Vat number: ESB-67225102.

**WHEREAS** Sending Organization is a state educational institution that wishes to send student group to **Barcelona, Spain** for a 14 days long vocational training; and

**WHEREAS** Supporting Organization is an educational tutor and the partner organization of the Sending Organization that will assist Sending Organization to send student group from **Brno, Czech Republic** to **Barcelona, Spain** for vocational training and that will organize training program, public transport, cultural programs, Meet & Greet, assistance in **Barcelona, Spain**; and

**WHEREAS** both parties agree in cooperating, managing and realizing the Erasmus+ 2024 program KA1 project Nr. **2024-1-CZ01-KA122\_VET- 000203764**.

**NOW, THEREFORE**, Sending Organization and Supporting Organization agree as follows:

### **1. Definitions**

- 1.1 "Agreement" refers to and includes this Cooperation Agreement and the Annexes thereto all of which taken together govern the rights and obligations of Sending Organization and Supporting Organization;
- 1.2 "Effective Date" means the date first written above, when the contract is made and signed by the Supporting Organization;
- 1.3 "Project" means the Erasmus+ KA1 project **Nr 2024-1-CZ01-KA122\_VET- 000203764**;
- 1.4 "Mobility" means the vocational training program, part of the Project that includes activities along with the Professional Practice during the stay of the student/teacher group in the Hosting Country.
- 1.5 "Professional Practice" means the work placement of the participants in the Hosting Country in real workplaces, in real companies.
- 1.6 "Hosting Country" means the country of the Supporting Organization where the Mobility is realized.
- 1.7 "Mobility period" means that period of the Project, when the student/teach group stays in the Hosting Country;
- 1.8 "Group" means the group of participants, students and accompanying teachers, of the Mobility;
- 1.9 "Participant" means the members of the Group, students and accompanying teachers;
- 1.10 "Representative of the Group" refers to the person, appointed by Sending Organization, responsible for looking after the Participants, mostly accompanying teachers;

- 1.11 "Student application form" refers to the official document of each student of the Group that must be filled out by the Sending Organization with the necessary data after the selection of participation in the Project; the document must be sent to the Supporting Organization at least 50 days upon arrival of the Group in Hosting Country.
- 1.12 "Project Termination" means the termination of the Project after closing it by submitting the compulsory Final Report of the Project to the National Agency of the Sending Organization.
- 1.13 "Final Report" refers to the report that shall include an overall assessment of results of the Mobility compared to the initial objectives, contents of the activities for each participant, detailed information on developments, progresses and achievements.
- 1.14 "National Agency" refers to the agency of the country of Sending Organization that manages Erasmus+ programs of the European Union, selects projects to be funded, monitors and evaluates projects, supports applicants and participants.
- 1.15 "Companies" means all those companies of the Hosting Country that receive students for Professional Practice.
- 1.16 "Tutor" refers to the person who is responsible for the professional training of students at the company where student's Professional Practice takes place.
- 1.17 "Budget" means the detailed estimate of expenditure of Sending Organization for the Project that shall be paid to Supporting Organization for the tasks and organization provided by Supporting Organization to Sending Organization.
- 1.18 "Europass Mobility Document" means the document that verifies the knowledge skills and competencies acquired during the Mobility.
- 1.19 "Organizational Cost" means part of the grant that is used for management tasks such as preparation lesson, tutoring, controlling, monitoring, assistance, preparation of the project and presentation of final report.
- 1.20 "Travel cost" means the organization of travels of the Group from the country of origin to the country and accommodation of the Mobility and vice versa.
- 1.21 "Individual cost" includes insurance, accommodation, public transport, meals, cultural program costs and pocket money that the Group can keep.
- 1.22 "Beneficiary Modul" is a database, it contains every data of the mobility and where the national agency communicates with the school.
- 1.23 "Project Info" contains the application data summary.
- 1.24 "Table of the Participants" the document that includes the names, phone numbers, dates of birth, language knowledge and profession information of the Participants.
- 1.25 "Learning Agreement" is part of the mandatory documentation, a tripartite study agreement between the institution, the participant and the workplace.
- 1.26 Info Voucher is a document made by the Supporting Organization about the mobility concretes.

- 1.27 "Early Postponement" happens 24 or more days before the planned starting date of the mobility. In case of "Early postponement" the Sending Organization is willing to realize the mobility at the contracted price at a later time. Sending Organization will not be charged by any extra
- 1.28 "Postponement" happens 23-17 days before the planned starting date of the mobility. In case of "Postponement" the Sending Organization is willing to realize the mobility at the contracted price at a later time. Sending Organization shall pay an extra (maximum) 10% of the contracted fee to the Supporting Organization as postponement fee.
- 1.29 "Last Minute Postponement" happens 16 or less days before the planned starting date of the mobility. In case of "Last Minute Postponement" the Sending Organization is willing to realize the mobility at the contracted price at a later time. Sending Organization shall pay an extra (maximum) 60% of the contracted fee to the Supporting Organization as postponement fee.
- 1.30 "Cancellation"- The Sending Organization cancels the planned mobility. The cancellation fee will be calculated depending on the stage of the preparation of the mobility.

## **2. Scope of Agreement**

The Sending Organization hereby engages the Supporting Organization to assist in the realization, organization and management of the Erasmus+ KA1 project Nr. **2024-1-CZ01-KA122\_VET- 000203764** in the hosting city of the Mobility where Supporting Organization shall provide the Group with cultural program, public transport passes and real workplaces.

## **3. Conditions of the Mobility**

- 3.1 The Mobility takes place in **Barcelona, Spain.**
- 3.2 The planned period of the Mobility: **09 - 22. March 2025.**
- 3.3 The length of the period cannot be modified, but the starting date and the finishing date of the mobility could change by maximum 2 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.
- 3.4 The Mobility period lasts for 14 days that includes 2 days of traveling.
- 3.5 Students are allocated in diverse **workplaces that are related to their field of specialization.** Depending on the given pandemic situation of the destination the students beside conducting as many working days at the Hosting Company as possible, **they may also be participating in professional company visits related to their field and also in various workshops that can be useful in their future career development.**
- 3.6 The Mobility includes 1 day of cultural program.
- 3.7 During the Mobility period public transport passes are provided to the Group that are valid in the city of the Mobility and accommodation.
- 3.8 Number of students in the group: 20.
- 3.9 Number of accompanying teachers in the group: 2.

3.10 If Sending Organization would like to change a participant before the mobility, it can replace the participant only with a new participant with the same gender. If the gender ratio changes within 4 weeks before departure, Supporting Organization cannot guarantee the room assignment according to gender and/or it will have financial impact up to 200 EUR/person.

3.11 The students are grouped according to the fields of specialization:

Fields: Baker; Confectioner; Waiter; Tourism and hospitality;

If Sending Organization would like to change a participant, it can replace the participant only with a new participant with the same profession. If the student's profession changes within 3 weeks before departure, Supporting Organization cannot guarantee a workplace that fits the profile of the student's and/or it will have a financial impact up to 200 EUR/person.

3.12 At least 1 accompanying person during the full duration of the mobility has to speak English at least on a B2 level.

#### **4. Sending organization obligations**

Sending organization shall:

4.1 Evaluate and select Participants of the Mobility not later than 50 days before the beginning of the Mobility. Changing Participants of the Mobility during the 50 days before the beginning of the Mobility shall not be allowed, only for serious reasons such as illness.

4.2 Take note of and acknowledge the advices given by Supporting Organization regarding the evaluation and selection of participants.

4.3 Communicate the list of Participants of the Mobility to the Supporting Organisation after their evaluation and selection.

4.4 Obtain the European Health Insurance Card ("EHIC") for each Participant not later than 30 days before the beginning of the Mobility.

4.5 Fill out the Student Application Forms completed with ID photos, Project Info, Table of the Participants along with the necessary signatures.

4.6 Submit the completed Student Application Forms to the Supporting Organisation not later than 50 days before beginning of the Mobility.

4.7 Acknowledge the Budget of the Project and the relating Payment terms.

4.8 Acquire items necessary for the realization of the Mobility in accordance with this Agreement and the Budget (e.g. flight tickets for Participants, if relevant)

4.9 Provide the Participants with the following items relevant to the field of specialization: work shoes, work clothes, laptop.

4.10 Continuously consult and cooperate with the Supporting Organization.

4.11 Provide Participants with fully comprehensive insurance that shall cover accident, health, baggage, travel and liability issues;

4.12 Respect the travel regulations;

4.13 Organise the travel of the Group from the country of origin to **Barcelona, Spain** and back;

## 5. Supporting organization obligations

Supporting organization shall:

5.1 Provide continuous support and assistance to the Sending Organisation.

5.2 Give a preparatory lesson (Online or in person) for the Participants according to the Project not later than 14 days before the beginning of the Mobility;

5.3 Provide Participants with fully comprehensive insurance that shall cover accident, health, baggage, travel and liability issues;

5.4 Communicate to the Sending Organization a **list of Companies**, that shall act as workplaces of the students and **the schedule of the visited companies and workshops (if any) not later than 14 days** before the beginning of the Mobility. (In case of a change in the participants later than 16 days before the beginning of the Mobility, it will automatically result in a change in the host companies, which may also modify the workplace of other participants.)

5.5 Communicate to the Sending Organization the names of representatives and contact details of the tutors of the Companies, who shall lead and assist the participants during the Mobility;

5.6 Organize for the Group 10 days of **professional practice/ workshops/ company visits** during the Mobility that shall include tutoring, monitoring and evaluation. The professional practice shall be relevant to the field of specialization of the students and shall meet the work safety requirements;

5.7 Immediately inform the Sending Organisation in case of interruption of the Mobility by one or more Participants;

5.8 Provide the participants with public transport pass for the Mobility period that shall be valid in the locations of the Mobility;

5.9 Organize for the Participants **guided tour** for cultural program one time during the Mobility period;

5.10 Do intermediate and final evaluation of the Participants during the Mobility period;

5.11 Prepare mobility certificates and provide them for the Participants at the end of the Mobility;

5.12 Organize for the Participants Meet & Greet. One of our staff member meet the group at arrival and accompany them to the accommodation;

5.13 Prepares the necessary documents for the final report and send it to the Sending Organisation;

## 6. Administrative procedures

6.1 **Documents:** Sending Organization shall submit the following necessary documents for the realization of the Mobility:

a. Requested by Supporting Organization:

▪ Project Info:

it contains the basic data of the Mobility



agreement performed by third parties without prior written authorisation from the Sending Organisation. In case subcontracting is authorised, the Supporting Organisation remains bound by its obligations in this agreement and is solely responsible for the performance of this agreement.

#### **9. Indemnification**

Sending Organization shall defend, indemnify and save the Supporting Organization and the Companies harmless from and against injuries, loss and damage to the Supporting Organization's and Companies' employees or their tangible personal property or to the person or tangible personal property of third parties to the extent caused by the willful or negligent acts or omissions of the Participants.

#### **10. Communication**

All communications between Sending Organization and Supporting Organization shall be in English language and in the language of Sending Organization. Communications in Hosting Country at the Supporting Organization shall be in English language.

#### **11. Term and termination**

11.1 The term of this Agreement shall commence on the date hereof and will remain in effect until the Project Termination, unless terminated earlier under provisions herein.

11.2 **Events of termination:** Either party will have the right to terminate this Agreement immediately upon written notice if:

- a. The other party breaches any material term or condition of the Agreement if such breach is capable of cure fails to cure such breach within 30 days after written notice;
- b. The other party becomes a subject in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such proceeding is not dismissed 60 days of filing;
- c. Sending Organization is obstructed to participate in the Project; in this case termination shall happen not later than 56 days before the beginning of the Mobility, otherwise cancellation policy shall apply.

#### **12. Miscellaneous provisions**

12.1 **Interruption:** The Mobility can be interrupted for serious reasons such as illness or in case of breach of rules of the Supporting Organization or of the Companies by the Participants. If necessary Participants may be banned from further participation at Mobility;

12.2 **Complication:** If a complication, unwelcome issue or any problem of Participants arises during the period of the Mobility, the representative of the Group (accompanying teacher) shall immediately notify the representatives of the Supporting Organization and Supporting Organization shall do its best in order to resolve the situation the soonest possible;

12.3 **Entire Agreement:** This Agreement and its Annexes are the complete and exclusive agreement between the parties in respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties;

12.4 **Severability:** If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision;

12.5 **No Agency:** The parties hereto are independent contractors. This Agreement shall not create an agency, partnership, joint venture or any other legal form of association. Neither party shall have the right to bind the other to any agreement with a third party nor to represent itself as an agent, partner of the other or to incur any obligation or liability on behalf of the other party;

12.6 **Force Majeure:** Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, act of civil or military authority, fires, riots, wars, late performance or default of any subcontractor, where the choice by such party of such subcontractor was reasonable and where such party has used reasonable efforts to expedite the performance or avoid the default of such subcontractor or to obtain reasonable substitute performance therefore;

12.7 **Amendment:** Any waiver, amendment or modification of any provision of this Agreement must be in writing.

### 13. Dispute resolution and Application Law

13.1 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;

13.2 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 Supporting Organization, with such arbitration to be held in the city of Supporting Organization.

### 14. COVID regulations

**Regarding testing:** each party shall take the responsibility and bear all costs of PCR or antigen testing in accordance with the regulations currently in force in its own country. If testing is mandatory in both the Sending and Hosting countries, all costs (proven by invoices) shall be shared between the Sending and Supporting Organization in a 50-50% ratio.

IN WITNESS WHEREOF, the parties have executed by their duly authorized representatives this Agreement as of the Effective Date.

**Sending Organization**

**Supporting Organization**

