

COOPERATION AGREEMENT

This Agreement, dated **17.09.2025** (the "Effective Date"), is made between **Stredni skola hotelova a sluzeb Kromeriz** (hereinafter referred to as „Sending Organization”), having its headquarter at Na Lindovce 1463/1., 767 01 Kroměříž, Czech Republic, EU VAT number: CZ47934832 and **AusTraining Learn.ziel Gmbh**, (hereinafter referred to as “Supporting Organization”), having its headquarter at 1070 Wien, Siebensterngasse 42-44/2., Austria, EU VAT number: ATU 67968489.

WHEREAS Sending Organization is an educational institution that wishes to send student group to **Wien, Austria** for a 14 days long vocational training; and

WHEREAS Supporting Organization is a partner organization of the Sending Organization that will assist Sending Organization to send student group from **Kroměříž, Czech Republic** to **Wien, Austria** for vocational training and that will help to organize training program, insurance, public transport, educational cultural program, assistance in **Wien, Austria**; and

WHEREAS both parties agree in cooperating, managing and realizing the Erasmus+ 2025 program KA1 project **Nr. 2025-1-CZ01-KA122-VET-000310968**;

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 2025-1-CZ01-KA122-VET-000310968**;
- 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 40 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, Educational cultural program costs and pocket money that the Group can keep.
- 1.22 "Project Info" contains the application data summary.
- 1.23 "Table of the Participants" the document that includes the names, phone numbers, dates of birth, language knowledge and profession information of the Participants.
- 1.24 "Learning Agreement" is part of the mandatory documentation, a tripartite study agreement between the institution, the participant and the workplace.
- 1.25 Info Voucher is a document made by the Supporting Organization about the mobility concretes.
- 1.26 "Early Postponement" happens 30 or more days before the planned starting date of the mobility.
- 1.27 "Postponement or Cancellation" happens 29-20 days before the planned starting date of the mobility.

- 1.28 "Last-Minute Postponement or Cancellation" happens 19-10 days before the planned starting date of the mobility.
- 1.29 "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 organization of the Erasmus+ KA1 project Nr. **2025-1-CZ01-KA122-VET-000310968** in the hosting city of the Mobility where Supporting Organization shall help with the organization of providing the Group with professional workplaces.

3. Conditions of the Mobility

3.1 The Mobility takes place in **Wien, Austria**.

3.2 The planned period of the Mobility: **02 - 15. November 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.

3.6 The Mobility includes 1 day of Educational 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: 8.

3.9 Number of accompanying teachers in the group: 1.

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

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

3.11 The primary role of the Supporting Organization is to act as an intermediary and mediate between the Hosting Companies and the Sending Organization, including the following functions:

- The Supporting Organization selects from its extensive database of companies, the most suitable Hosting Company candidates for the Participants, taking into consideration the students' profiles, the preferences of the Sending Organization, as well as the requests, staff capacity, and working schedules of the Hosting Companies.
- The Supporting Organization interprets and communicate the requests and suggestions of the Sending Organization to the Hosting Companies in the local language.
- The Supporting Organization interprets and communicate the requests and suggestions of the Hosting Companies to the Sending Organization in English.

- The Supporting Organization acts on behalf of the Sending Organization when communicating with the Hosting Companies. **All suggestions conveyed by the Supporting Organization shall represent the views and requirements of the Hosting Companies, not its own.**
- The Supporting Organization assumes responsibility for the compensation related to the services provided by the Hosting Companies.

4. Sending Organization Obligations

4.1 Participant Selection and Application

The Sending Organization shall evaluate and select the Participants of the Mobility. It shall complete and submit the Application Forms (for Students, Teachers, and Reserve Students) no later than forty (40) days prior to the beginning of the Mobility. Application Forms that are incomplete or improperly filled out shall be deemed invalid.

4.2 Reserve List

The Sending Organization shall prepare a list of reserve students for each profession included in the Mobility, in order to ensure the realization of the planned training program for every participant.

4.3 Changes of Participants

The Supporting Organization can guarantee suitable work placement at the best possible Hosting Company candidates only if it receives final participant information no later than thirty (30) days prior to the beginning of the Mobility. Any subsequent changes will incur the following additional fees:

- Changes made between 29-20 days before arrival: EUR 150 per participant.
- Changes made between 19-10 days before arrival: EUR 300 per participant.
- Changes requested fewer than 10 days before arrival: not possible.

4.4 Accompanying Person(s)

The Sending Organization shall ensure that at least one (1) accompanying person is present for the entire duration of the Mobility, with a minimum English language proficiency of level B2.

4.5 Health Insurance

The Sending Organization shall obtain a valid European Health Insurance Card ("EHIC") for each Participant no later than thirty (30) days prior to the beginning of the Mobility, (unless such a card is not available in the country of the Sending Organization).

4.6 Budget and Payments

The Sending Organization shall acknowledge the Project Budget and comply with the related payment terms.

4.7 Procurement of Travel and Mobility Items

The Sending Organization shall procure items necessary for the realization of the Mobility in accordance with this Agreement and the Project Budget (e.g., flight tickets for Participants, if applicable).

4.8 Equipment and Materials

The Sending Organization shall provide Participants with the necessary items relevant to their field of specialization, such as work shoes, work clothes, and laptops, etc.

4.9 Cooperation

The Sending Organization shall maintain continuous consultation and cooperation with the Supporting Organization.

5. Supporting Organization Obligations

5.1 Support and Assistance

The Supporting Organization shall provide continuous support and assistance to the Sending Organization.

5.2 Preparatory Lesson

The Supporting Organization shall hold a preparatory lesson (online or in person) for the Participants, in accordance with the Project, no later than fourteen (14) days prior to the beginning of the Mobility.

5.3 Insurance

The Supporting Organization shall provide Participants with comprehensive insurance coverage, including accident, health, baggage, travel, and liability, in line with EU Guidelines and the requirements of the Hosting Companies.

5.4 Professional Practice

The Supporting Organization shall assist the Sending Organization in organizing ten (10) days of professional practice for the group during the Mobility. Such practice shall include tutoring, monitoring, and evaluation; shall be relevant to the Participants' fields of specialization; shall comply with work safety requirements; and shall qualify as valid work experience.

5.5 Placement Information

The Supporting Organization shall communicate to the Sending Organization the most suitable Hosting Company placements for the Participants no later than fourteen (14) days prior to the commencement of the Mobility. In the event of a change in Participants, Hosting Companies may also be subject to change, in accordance with the provisions set out in Clause 4.3

5.6 Transport

The Supporting Organization shall provide each Participant with a public transport pass valid for the duration and location(s) of the Mobility.

5.7 Evaluations

The Supporting Organization shall forward the Hosting Companies' intermediate and final evaluations of the Participants to the Sending Organization during the Mobility period.

5.8 Educational Cultural Program

The Supporting Organization shall organize one (1) guided cultural tour for the Participants during the Mobility period.

5.9 Cooperation

The Supporting Organization shall maintain continuous consultation and cooperation with the Sending Organization.

5.10 Interruption of Mobility

The Supporting Organization shall immediately inform the Sending Organization in the event that one or more Participants interrupt or withdraw from the Mobility.

5.11 Reporting Documentation

The Supporting Organization shall forward all necessary documentation required for the final report to the Sending Organization in a timely manner.

6. Administrative procedures

6.1 Invoicing

The Supporting Organization shall issue two invoices for the total amount payable by the Sending Organization. The first invoice is not later than 42 days prior to the first day of the Mobility. The second invoice is not later than the end of the project period.

6.2 Payments

The Sending Organization shall make payment of the invoice by bank transfer to the account specified by the Supporting Organization.

6.3 Documentation

The Learning Agreement, Learning Agreement Complement, Europass, and any other documentation requested by the National Agency may be completed by the Hosting Companies only during the Mobility period. Any documents submitted after the completion of the Mobility period shall result in a penalty of EUR 75 per document per Participant.

6.4 Certificates

The Hosting Company shall issue the Europass Mobility Document for each Participant at the completion of the Mobility.

6.5 Evaluations

The Hosting Company shall provide a final evaluation of each Participant at the end of the Mobility.

6.6 Data Protection

Both Parties shall process personal data, and ensure the free movement of such data, in full compliance with Regulation (EU) 2018/1725 and other applicable data protection legislation.

7. Payment terms

7.1 Budget Reference

The total amount payable by the Sending Organization to the Supporting Organization shall be calculated in accordance with the cost items defined in the Budget attached as *Annex 1*.

7.2. Payment Obligation

For all services and assistance provided under this Agreement, the Sending Organization shall make two payments of **EUR 8.432, -** to the Supporting Organization. The first payment is **EUR 3.525, -, not later than 38 days prior to the first day of the Mobility**. The second payment is **EUR 4.907, -, not later than the end of the project period**.

7.3 Currency and Method of Payment

All payments under this Agreement shall be made in Euro (EUR) via bank transfer to the account designated by the Supporting Organization, unless otherwise agreed in writing by the Supporting Organization

7.4 Payment Default

In the event of overdue payment, interest shall accrue daily from the payment deadline at the average rate established by applicable law

7.5 Quality Control

If the services provided by the Supporting Organization fail to comply with the Erasmus+ Quality Standards, the Supporting Organization shall take immediate steps to resolve and eliminate the shortcomings. Should the shortcomings remain unresolved, the Supporting Organization shall refund the portion of the Organizational Costs corresponding to the services not in line with the Erasmus+ Quality Standards.

7.6 Participant Withdrawal

In the event that one or more Participants interrupt the Mobility, with or without justified reason, the Supporting Organization shall not be obliged to refund any amounts to the Sending Organization.

7.7 Postponement and Cancellation by the Sending Organization

In the event of postponement or cancellation of the Mobility by the Sending Organization, the following penalties shall apply, in recognition of the losses incurred by the Supporting Organization:

- a. **Early Postponement or Cancellation** – If notified not later than thirty (30) days before the beginning of the Mobility: no penalty shall apply.
- b. **Postponement or Cancellation (29–20 days before)** – A penalty of **twenty-five percent (25%)** of the total fee set out in *Annex 1* shall apply. This amount shall be deducted from any payment already made, with the balance refunded or credited towards the Sending Organization's next Mobility.
- c. **Last-Minute Postponement or Cancellation (19–10 days before)** – A penalty of **fifty percent (50%)** of the total fee set out in *Annex 1* shall apply. This amount shall be deducted from any payment already made, with the balance refunded or credited towards the Sending Organization's next Mobility.
- d. **Cancellation less than 10 days before Mobility** – No refund shall apply.

All requests for postponement or cancellation must be submitted by the legal representative of the Sending Organization to the Supporting Organization via official email at: info@austraining.at;

Postponement by the Supporting Organization

In the event of postponement initiated by the Supporting Organization, it shall guarantee the rescheduled realization of the Mobility at the same quality and price no later than 31 August 2026.

8. Quality standards

The Supporting organisation must provide services of high quality, in accordance with the state of the art in the industry and the provisions of this agreement. The services must comply with the Erasmus quality standards as annexed to this contract. The Supporting Organisation must regularly report to the Erasmus+ beneficiary about the services performed within the framework of this contract with the following frequency: every month. On request of the Sending Organisation, the Supporting Organisation must provide any additional information regarding the implemented services that is required for the purposes of reporting and monitoring of the relevant Erasmus+ project. The Supporting Organisation must record and report to the Sending Organisation any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the Supporting Organisation is taking to resolve it. The Supporting Organisation must not subcontract and have the 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.

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 the 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 31 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 Hosting 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.

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

Sending Organization

Name:

Stredni skola hotelova a sluzeb Kromeriz

Address:

Na Lindovce 1463/1., 767 01 Kroměříž, Czech Republic

Registration Nr.:

47934832

Legal representative:



Supporting Organization

Name:

AusTraining Learn.ziel GmbH

Address:

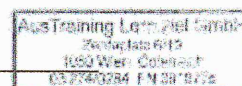
1070 Wien, Siebensterngasse 42-44/2., Austria

Registration Nr.:

ATU 67968489

Legal representative:

Ádám Laczay-Molnár





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Rechnung

Stredni skola hotelova a sluzeb Kromeriz
Na Lindovce 1463/1.
767 01 Kroměříž
Czech Republic
EU VAT Nummer: CZ47934832

Rechnungsnummer: AT-LZ25/0056
Rechnungsdatum: 22.09.2025
Leistungsdatum: 02.11.2025
Zahlungsfrist: 25.09.2025

Erasmus+ Mobilitätsprogramm 2025

Projektnr:

2025-1-CZ01-KA122-VET-000310968

Zeitraum:

02.11.2025 - 14 days

Teilnehmer:

8 SchülerInnen + 1 Begleitperson

Leistung	Einzelpreis	Einheit	Steuersatz (%)	Netto insg.	Ust. Insgesamt	Brutto insg.
Fahrkarten (Wiener Linien) - 1.rate	30,05	9	10	245,85	24,58	270,43
Ganztägiger praktischer Unterricht* - 1.rate	100,82	9	0	907,37	0,00	907,37
Versicherung - 1.rate	22,40	9	20	168,00	33,60	201,60
Kulturprogramm incl. Eintrittskarten - 1.rate	14,40	9	10	117,82	11,78	129,60
Programm organization* - 1.rate	252,00	8	0	2 016,00	0,00	2 016,00

Rechnungsbetrag netto:	3 455,04 €
Ust 10%:	36,37 €
Ust 13%:	0,00 €
Ust 20%:	33,60 €
Rechnungsbetrag brutto:	3 525,00 €

*Nicht umsatzsteuerbar gem. § 3a Abs 6 UStg

Erste Bank der oesterreichischen Sparkassen AG
1100 Wien, Am Belvedere 1

IBAN: AT79 2011 1839 2810 5500 Swift: GIBAATWWXXX