

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”)

Střední odborná škola a Střední odborné učiliště řemesel, Kutná Hora, Čáslavská 202

Registration No.:00509965

Address: Čáslavská 202, 284 01 Kutná Hora, Czech republic

OID: E10172373

Erasmus accreditation number: 2020-1-CZ01-KA120-VET-000094387

represented for the purpose of entering into this Contract by headmaster: **Ing. Josef Vavřinec** on the one part,

and

Provider

EUROPEAN TRAINING SL

Registration No.:

Address: CALLE VALLADARES, 21,CORDOBA (14003), Spain

VAT No.: VAT No.: B56097769

OID: E10019527

duly represented for the purpose of signing this Contract by director, **Maria López Fernandez**, on the other part.

I.1 SUBJECT MATTER OF THE CONTRACT

1. Pursuant to Grant Agreement No. , 2025-1-CZ01-KA121-VET-000312180 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. As part of its business activities, the Provider is engaged in the providing the following services:
 - arranging travel and accommodation for participants,
 - identifying and proposing suitable host organizations abroad (but not deciding on them),
 - support in the preparation and briefing of participants and/or mentors (it is the Beneficiary’s responsibility to decide on the content and supervise the preparation).

including for entities in the field of education, training, youth, and sports. The Provider hereby represents that it holds all public authorisations necessary to provide performance

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.

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.

3. The mobility program in Spain under the above-mentioned project will last for a total period of two weeks, from **06/06/2026 to 19/06/2026** (leaving after work on Friday). The group will consist of 10 students and 1 accompanying teacher.
4. The Parties have agreed that the Provider will provide the Beneficiary with the performance specified below²:
 - arranging travel and accommodation for participants (accommodation with breakfast, local transport, airport transfers)
 - identifying and proposing suitable host organizations abroad (but not deciding on them),
 - support in the preparation and briefing of participants and/or mentors (it is the Beneficiary's responsibility to decide on the content and supervise the preparation).
5. The Parties agree that, within the scope defined in footnote 2, the Beneficiary may further clarify or specify the scope of services under this Contract by written notice to the Provider. If, during the implementation of the Project, the Beneficiary introduces changes affecting key elements of the Project, such as the implementation period, the Beneficiary may request an adjustment of the agreed terms of service or other related conditions, with the exception of the agreed remuneration. The Provider shall accept such changes provided that they are communicated in writing at least 30 days in advance.
6. 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.

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

² The tasks implemented by support organisations (providers) **may not include** any of the following main tasks as defined in the Erasmus+ Quality Standards:

- the preparation of Project application
- financial management of programme funds,
- contact with the National Agency,
- reporting on activities (or any form of access to Project data in Erasmus+ IT tools),
- decisions that directly affect the content, quality and results of implemented activities (such as the choice of activity type, duration and host organisation, definition and evaluation of learning outcomes, etc.),
- Project management
- the preparation of the interim/final Project report.

Examples of tasks that **can** be performed by support organisations are limited to practical, logistical and auxiliary tasks:

- searching for and booking of travel and accommodation arrangements,
- handling administrative tasks such as visa procedures,
- searching for and proposing host organisations abroad (but not deciding on them),
- collecting information on the education system in target countries,
- assistance with the preparation and training of participants and/or mentors (it is the Beneficiary's responsibility to decide on the content and supervise the preparation).

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.
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.

I.3 REMUNERATION

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 13.265 € under the terms and conditions agreed upon below:

An advance payment corresponding to 80% of the total amount (10.612 €) shall be transferred to the Provider no later than 22.05. 2026.

The remaining balance of 20% (2.653 €) shall be paid within 14 calendar days following the completion of the mobility programme in 03.07.26

Payments will be made by bank transfer to the Provider's bank account specified below once the relevant invoices have been received. All bank transfer fees shall be covered by the Beneficiary.

EUROPEAN TRAINING PARTNER SL

Bank name: [REDACTED]
Bank account: [REDACTED]
Bank address: [REDACTED]
Swift Code: [REDACTED]
IBAN Code: [REDACTED]

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 regularly inform the Beneficiary about the services delivered., 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.
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 confirms that it has reviewed and understands the terms and conditions of the Grant Agreement, including both its specific and general provisions. The Provider further acknowledges its obligation to cooperate with the Beneficiary and/or the National Agency when required in order to demonstrate the proper fulfilment of the obligations arising from the Grant Agreement.
2. The Beneficiary is entitled to withdraw from this Contract in the event of a material or repeated breach of the Contract by the Provider, in particular if the Provider falls into default in meeting a set deadline or partial deadline, or fails to provide proper performance, and does not remedy this fact without undue delay after being requested to do so by the Beneficiary, or if it is clear from the circumstances that it will not be able to remedy or provide proper performance. The Provider will be entitled to withdraw from this Contract if the Beneficiary is in default of payment of the amount to which the Provider is entitled hereunder for more than 30 days and fails to make payment despite a written request from the Provider.

3. 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.
4. 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.
5. 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 Support 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:
 Střední odborná škola a Střední odborné učiliště řemesel, Kutná Hora, Čáslavská 202
 Address: Čáslavská 202, 284 01 Kutná Hora, Czech republic
 Radek Skokan (coordinator)
 Mobile: [REDACTED]
 Email address: [REDACTED]
3. Any communications to the Provider must be sent by the Beneficiary to this address:
 EUROPEAN TRAINING SL
 CALLE VALLADARES, 21 CORDOBA (14003), CORDOBA, Spain
 María López Fernandez (director)
 E-mail address: [REDACTED]
 Phone: [REDACTED]
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.

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 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
Ing. Josef Vavřinec
position: Headmaster



Signature and stamp

In Kutná Hora; date 22.5.2026

On behalf of the Provider
Maria López Fernandez
position: CEO



Signature and stamp

In Cordoba; date 18. 05. 2026