

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 strojní a elektrotechnická, Velešín, U Hřiště 527
Registration No.: 00583855
Address: U Hřiště 527, 382 32 Velešín, The Czech Republic
OID: E10197035
Erasmus accreditation number: 2022-1-CZ01-KA120-VET-000110235

duly represented for the purpose of entering into this Contract by Headmaster, **Ing. Bc. Milan Timko**, on the one part,

and

Provider
Universal Mobility SL
Registration No.: B98688963
Address: Santa María Micaela, 18, PTA 119, 46008 Valencia, Spain
VAT No.: ESB98688963
OID: E10031080

duly represented for the purpose of signing this Contract by Director, **Florin Manole**, on the other part.

I.1 SUBJECT MATTER OF THE CONTRACT

- 1.** Pursuant to Grant Agreement No. **2025-1-CZ01-KA121-VET-000312733** 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 Spain (Málaga) is 2 weeks, from 31. 05. 2026 till 12. 06. 2026. Number of participants: 10 + 1 teacher.

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.

3. The Parties have agreed that the Provider will provide the Beneficiary with the performance specified below²:
 - providing accommodation in shared rooms for the students
 - providing accommodation in a single room for the accompanying teacher;
 - providing tickets for public transportation in the city/town of the location for the whole group, if necessary for daily travel to the placements;
 - organizing the transfer of the participants from the airport to the accommodation on the day of arrival;
 - searching for and proposing suitable host organisations;
 - assistance with the preparation and training of participants and/or mentors.

4. The Parties acknowledge that, within the limits provided in footnote 2, 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.

5. 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.

6. The Contractor is engaged to:
 - provide the liability insurance and the insurance for the duration of the project which covers all eventualities according to the professional sectors and Spanish Laws;
 - provide Participants’ information and send it to the Provider at least 40 days before the beginning of the professional programme;
 - ensure that all measures have been taken to cover participants for adequate social security and health insurance during the programme governed by this Contract;
 - provide the airport travel for participants and inform the Provider of the travel itinerary.

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).

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.

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 **11 608 €** under the terms and conditions agreed upon below:

An advance payment corresponding to 80% of the total amount (9 287 €) shall be transferred to the Provider no later than 22.05. 2026.

The remaining balance of 20% (2 321 €) shall be paid within 14 calendar days following the completion of the mobility programme in Spain (Málaga).

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.

UNIVERSAL MOBILITY S.L.

Bank: CAIXABANK

Bank Code: 2100-2438-28-02-00125394

Swift Code: CAIXESBBXXX

IBAN Code: ES20 2100 2438 2802 0012 5394

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 deliver the services in accordance with the Contract or agreed quality standards, and such failure is duly evidenced, the Beneficiary may apply a proportionate reduction of the remuneration (hereinafter referred to as "Reservations"), taking into account the nature and severity of the non-performance.

Any such reduction must be:

- objectively justified,
- based on clearly identified deficiencies, and
- proportionate to the actual impact on the service delivered.

The total reduction shall in no case exceed 20 % of the total value of the affected services.

The Beneficiary shall notify the Provider **in writing and without undue delay** of its intention to apply a reduction, including a detailed justification and the proposed amount.

During the mobility, if any service provided by the Provider is considered inadequate or of insufficient quality, the Beneficiary shall immediately inform the Provider, allowing the Provider a reasonable opportunity to remedy the deficiencies in a timely manner.

Failure by the Beneficiary to notify such issues in a timely manner shall result in the waiver of the right to apply Reservations for those specific issues.

If a service is demonstrably not provided due to reasons attributable to the Provider, the Provider shall refund the Beneficiary the corresponding amount for the non-delivered service.

6. In the case described above, the Provider shall have the right to submit comments and observations within 14 days from receipt of the notification.

The Beneficiary shall duly consider such observations before taking a final decision and shall communicate its reasoned decision to the Provider without undue delay. No financial reduction or reimbursement shall be enforced before the final decision is issued.

If the Reservations concern services for which payment has already been made, any reimbursement due shall be limited to the amount resulting from the final decision, taking into account any justified costs already incurred by the Provider, including but not limited to cancellation costs and non-refundable deposits.

The Provider shall be entitled to retain or deduct such documented costs, provided they are reasonable and duly evidenced.

Any claims for reimbursement by the Beneficiary must be submitted within a maximum period of 80 days from the date of service delivery; after this period, no claims shall be admissible.

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.
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 familiarised itself with the terms and conditions of the Grant Agreement (both specific and general conditions) and that it is aware of its obligation to provide the Beneficiary and/or the National Agency with required cooperation in relation to demonstrating the proper performance of its obligations under the Grant Agreement, in particular in the field of European Union funds management, in particular to submit any requested information or documents relating to the performance provided under this Contract or arising in connection with this Contract. In particular, the Provider is aware of its obligations relating to the visibility of EU funding as set out in Article II.8 of the Grant Agreement. 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 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 strojní a elektrotechnická, Velešín, U Hřiště 527
U Hřiště 527, 382 32 Velešín, The Czech Republic
Vladimír Příbyl (coordinator)
Telephone: +420 722 921 336
E-mail: pribyl@sosvel.cz

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

Universal Mobility SL
Santa María Micaela, 18, PTA 119, 46008 Valencia, Spain
Florin Manole
Director
Telephone: +34636814313
E-mail address: florin.manole@mobilityprojects.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.

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

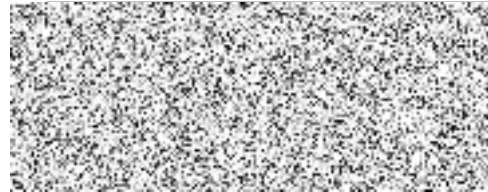
On behalf of the Beneficiary
Ing. Bc. Milan Timko
position: Headmaster



Signature and stamp

In Velešín, date

On behalf of the Provider
Florin Manole
position: CEO



Signature and stamp

In Valencia, date