



STANDART CONTRACT

Exploring gastronomy in Spain

UNIVERSAL MOBILITY SL (GRANADA, SPAIN)

&

STŘEDNÍ PRŮMYSLOVÁ ŠKOLA POTRAVINÁŘSTVÍ A SLUŽEB PARDUBICE

STANDART CONTRACT

This Agreement, drawn up for the Communities' Erasmus + programme governs the relationship between:

registered office: **Střední průmyslová škola potravinářství a služeb Pardubice, náměstí Republiky 116, 53002 Pardubice**

Country: Czech Republic

represented by: **Mgr. Zdeněk Zítko**

phone number: +420 773 309 920

hereinafter referred to as «the Beneficiary» and «the sending organisation»

and

UNIVERSAL MOBILITY SL

registered office: **Santa María Micaela 18 pta 119**

Valencia 46008

represented by: **Mrs. Magdalena Izabela Adamczyk**

hereinafter referred to as «the host organisation»

and/or 10 students

hereinafter referred to as «the participant» .

and 1 accompanying teacher

hereinafter referred to as «the accompanying teachers».

It has been agreed as follows:

Article 1: Object

Acting in accordance with the Erasmus+ programme, Střední průmyslová škola potravinářství a služeb Pardubice, the “Beneficiary”, the “sending organisation”, the “intermediary organisation”, the “host organisation” and the “final participant” undertake to carry out the placement of, referred to in this Agreement, which falls under Agreement signed between the Beneficiary organisation and the National Agency for the project.

This Agreement, which all parties declare they have read and approved, governs the relationship between the parties and defines the rights and obligations associated with their participation in the above placement programme.

Details of the framework for implementation of the placement/exchange programme are given in the agreement signed between the National Agency and the Beneficiary organisation.

Article 2: Duration

The placement starts on **4th of November and ends on 17th of November, the duration is 13 days**. This Agreement covers the above-mentioned period.

Amendment of this Agreement is not required even if the above dates change. In this case, the N.A must be informed by a new annex 2a and an official approval of the new periods by the partner.

Article 3: Obligations of the partners

The partners of this placement project, i.e. the beneficiary and/or the sending organisation, the intermediary organisation (if applicable), the host organisation and the participant, undertake to respect the Partnership Quality commitment (annexed to the contract) summarizing the main obligations of the partners.

Article 3.1: Obligations of the Beneficiary and the sending organisation

The Beneficiary and the sending organisation undertake to:

- collect all necessary information to ensure that the placement participants and conditions meet the eligibility criteria under the Erasmus+ programme;
- take the necessary measures for the preparation, implementation and efficient operation of the placement referred to in this Agreement, in accordance with the provisions of the agreement signed between the National Agency and the Beneficiary organisation;
- ensure the valorisation of the competences acquired during the placement in cooperation with the host organisation, on the basis of jointly defined criteria;
- ensure that all measures have been taken to cover the participant for adequate social security during the placement governed by this agreement.
- ensure that all measures have been taken to grant a personal insurance written in English to the participant (including assistance and industrial accident) and, if necessary, finance this insurance/assistance cover during the placement governed by this agreement.
- assist the participant to fulfil the administrative formalities required to enter and stay in the host country.

Article 3.2: Obligations of the host organisation

The host organisation undertakes to:

- take the measures necessary for preparation, implementation and efficient operation of the placement referred to in this Agreement, in accordance with the terms and objectives of the placement programme described in the agreement signed between the National Agency and the Beneficiary organisation;
- ensure that real use is made of the beneficiaries' knowledge and skills and that they are given tasks and responsibilities commensurate with their qualifications and experience, under the supervision of the designated mentor;

- provide, if possible, beneficiaries with logistical support;
- ensure that all measures have been taken to cover the participant for any accident risk associated with the actual implementation of the placement governed by this Agreement.
- ensure that all the tasks from the Letter of Intent of the receiving partners are accomplished.
- reception of the participants at and transferring them to the place of accommodation and return;
- provide accommodation for all;
- organize cultural preparation;
- edit a final report which will include the conclusions of all receiving partners.
- ensure pedagogical monitoring of the individual beneficiaries (tutoring and mentoring in cooperation between sending and host organization);
- respect the Partnership Quality Commitment;
- discuss any problem or difficulty the participant might have and will intervene operatively and efficiently in clarifying and solving problems;
- communicate with the project coordinator, report the progress of the stage and, if necessary, inform the sending institution about any problem which might affect the realization of the stage;
- validation of the competences acquired by the individual beneficiary and evaluation of the general outcome within the specific vocational training field (issuing of Europass Mobility certificates which will be signed and stamped by each receiving organization, Internship certificates and Internship Notebook will be signed and stamped by each receiving organization);
- make a report at the end of the stage with the activities and results of the participants during the stage.
- provide to all participants and teacher 3 meals/day (including one hot meal).

Article 3.3: Obligations of the participant

The final participant undertakes to:

- **bring working clothes (shoes included)**, respect the discipline imposed by the host organisation, its working hours, the rules in force and any legal provisions on professional confidentiality. In the event of non-compliance with the above requirements, the person responsible in the host organisation reserves the right to terminate the traineeship after having informed all the contracting parties by registered post with proof of receipt;
- inform the Beneficiary organisation in advance and as quickly as possible if he/she withdraws from the placement before it has started or if the duration of the traineeship is reduced by either the participant or the sending or host organisation.

Article 4: Financing

For the placement governed by this Agreement, the partnership undertakes to finance mobility expenditure in accordance with the financing rules established by the National Agency.

4.1 The Beneficiary organisation undertakes to pay to the host organisation the following concepts for

ACCOMPANYING TEACHER

Full board accommodation, three meals daily, single/double-bed bedroom	780€
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10 students

Full board accommodation, three meals daily	8510 €
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Local transport costs	315 €
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Return airport transfer (11 persons)	660
€	

4.2 The total amount of **10265 €** must be paid to the host organisation in the following instalments:

- **80% 2 weeks before the placement starts**
- **20% during the first week of the placement**

Article 5: Bank account

The Sending Organisation shall pay the contribution to the Host organisation to the following Bank account:

UNIVERSAL MOBILITY S.L.

Bank name: Banco Santander

Address: Peset Aleixandre, 25, 46006 València, Valencia

Account number: 0049-0935-86-28103081853

IBAN Code: ES44 0049 0935 8628 1030 8185

Swift Code / Bic: BSCHEMM

Article 6: Reports

The receiving partners and intermediary partners should write a report regarding the activities of the students during the placement.

The participant shall draw up a report on the traineeship and send it to the sending organisation within one month of the end of the placement, if the sending organisation demands it.

The information given in the report shall include the duration of the placement and the tasks performed by the participant.

Article 7: Monitoring and checks

The participant, the host organisation and the sending organisation shall supply the Beneficiary organisation immediately with any information they may require about the execution of the placement governed by this Agreement.

The participant, the host organisation and sending organisation shall keep available for the Beneficiary organisation any documents which demonstrate that the placement programme is being carried out, or has been completed, in accordance with the terms of the agreement signed between the Romanian National Agency and the Beneficiary organisation.

The parties of this present contract undertake to allow staff of the National Agency, the European Commission and the Court of Auditors of the European Communities, and persons authorised by them, appropriate access to the sites or premises where the project is being carried out and to all documents relating to the technical and financial management of the project. Access by persons authorised by the National Agency, the European Commission or the Court of Auditors of the European Communities may be subject to confidentiality arrangements to be agreed between the National Agency, the European Commission or the Court of Auditors of the European Communities and the parties of this present contract.

Article 8: Liability

Each contracting party shall exonerate the other from any civil liability for damages suffered as a result of performance of this Agreement (staff included), provided such damages are not the result of serious and deliberate misconduct on the part of the other party or staff.

The Beneficiary organisation shall indemnify the National Agency, the European Commission and their staff against any legal action to recover damages sustained by third parties, including project staff, as a result of the performance of this Agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the National Agency, the European Commission or their staff.

Article 9: Termination of the Agreement

In the event of failure by one of the contracting parties to perform any of the obligations arising from this Agreement, and regardless of the consequences provided for under the applicable law, the Beneficiary organisation is legally entitled to terminate or cancel this Agreement without any further legal formality where no action is taken by the parties within one month of receiving notification by registered letter.

The Beneficiary organisation must inform the National Agency immediately of any event likely to have an adverse effect on the performance of this Agreement, and provide all necessary details.

Article 10: Jurisdiction clause

Where no amicable agreement can be reached, the courts of Valencia - Spain (*registered office of the Host Organisation*) shall have sole jurisdiction in any disputes between the contracting parties concerning this Agreement.

The law applicable to this Agreement is the law of the Host Organisation's country.

Article 11: Amendments or additions to the Agreement

Amendments to this Agreement may be made only by codicil signed on behalf of each of the parties by the signatories to this Agreement.

Annex 1: Partnership Quality Commitment

Annex 2: Terms and Conditions

Annex 3: Financing

A programme of the placement governed by this Agreement is annexed and forms an integral part of the Agreement.

Signed in **Valencia (Spain)** and in, in triplicate.

For the Beneficiary and the sending organisation

Name, position:

Signature

Date: 23. 10. 2018 Place:

For the host organisation

Name, position: **Mrs. Magdalena Izabela Adamczyk , Director of Universal Mobility SL**
(Valencia, Spain)

Signature

Date: **23. 10. 2018**

Place:

ANNEX 1: PARTNERSHIP QUALITY COMMITMENT

QUALITY COMMITMENT TRAINING PLACEMENTS

THE SENDING ORGANISATION UNDERTAKES TO:

<i>Define</i>	placement objectives in terms of the skills and competencies to be developed.
<i>Choose</i>	the appropriate target country, host organisation, project duration and placement content to achieve these objectives.
<i>Select</i>	participants on the basis of clearly defined and transparent criteria.
<i>Prepare</i>	participants in collaboration with partner organisations for the practical, professional and cultural life of the host country , in particular through language training tailored to meet their occupational needs.
<i>Establish</i>	a contract including a training agreement whose contents are transparent for all parties involved.
<i>Manage</i>	transport, accommodation, visa/work permit arrangements and social security cover and insurance.
<i>Evaluate</i>	with each participant the personal and professional development achieved through participation in the programme.

THE INTERMEDIARY ORGANISATION (WHERE APPROPRIATE) UNDERTAKES TO:

<i>Select</i>	suitable host organisations and ensure that they are able to achieve the placement objectives.
<i>Provide</i>	contact details of all parties involved and ensure that final arrangements are in place prior to participants' departure from their home country.

THE SENDING AND HOST ORGANISATIONS JOINTLY UNDERTAKE TO:

<i>Negotiate</i>	a tailor-made training programme for each participant (if possible during preparatory visits).
<i>Agree</i>	monitoring and mentoring arrangements.
<i>Implement</i>	agreed validation procedures to ensure recognition of skills and competencies acquired.

<i>Establish</i>	appropriate communication channels for all parties including participants.
<i>Evaluate</i>	the progress of the project on an on-going basis and take appropriate action if required.

THE HOST ORGANISATION UNDERTAKES TO:

<i>Foster</i>	understanding of the culture and mentality of the host country.
<i>Assign</i>	to participants tasks and responsibilities to match their knowledge, skills, competencies and training objectives and ensure that appropriate equipment and support is available.
<i>Identify</i>	a tutor to monitor the participant's training progress.
<i>Provide</i>	practical support if required.
<i>Check</i>	appropriate insurance cover for each participant.

THE PARTICIPANT UNDERTAKES TO:

<i>Comply</i>	with all arrangements negotiated for his/her placement and to do his/her best to make the placement a success.
<i>Abide</i>	by the rules and regulations of the host organisation , its normal working hours, code of conduct and rules of confidentiality.
<i>Communicate</i>	with promoter/sending organisation about any problem or changes regarding the placement.
<i>Submit</i>	a report in the specified format, together with requested supporting documentation in respect of costs, at the end of the placement.

ANNEX 2: TERMS AND CONDITIONS

TERMS AND CONDITIONS

Contract: the Specimen Standard Contract will be signed at the latest **3 months** before the fixed date of arrival of the project participants.

Booking: The booking will be made once that the Specimen Standard Contract will be signed.

Insurance: It is compulsory that Střední průmyslová škola potravinářství a služeb Pardubice contract an insurance policy covering all project participants for civil liability and accidents at the working place in Spain. A deposit of **20 €** must be paid on the first day of the arrival deposit per each project participant to Universal Mobility SL. This deposit will be kept by the host organisation until the date of departure of the participants and until Universal Mobility SL checks that no damages have been caused. If the participants have caused any damages during their stay, the cost of the mending will be deducted from the deposit and the rest will be refunded to the accompanying teachers

Invoice: The host organisation will make the relevant invoices for the **100% of the total costs of the project before the fixed date of arrival of the project participants**. The whole amount will have been paid at least one month **before** the fixed date of arrival of the project participants. If the payment has not been done at the term agreed, we are not entitled to keep the place for the period agreed, and we can make, if necessary, changes in the project period without previous agreement from the beneficiary/sending organisation.

Cancellation and refunding: in case of project cancellation by the beneficiary/sending organisation before the fixed date of arrival of the project participants, the host organisation will apply the following proceeding for the refunding:

- A 50% will be deducted from the 80% paid, if the cancellation is made from 4 to 2 weeks before the fixed date of arrival of the project participants.
- A 100% of the whole amount will be deducted if the cancellation is made within the last 2 weeks before the fixed date of arrival of the project participants

Accommodation and board expenses: Any expense derived from any change made by the beneficiary /sending organisation on this regard after the signature of the contract will be covered by the beneficiary /sending organisation.

Information about the project participants: the beneficiary /sending organisation will send to the host organisation **the names and birth dates of the project participants** at the latest two weeks before their fixed date of arrival.

Responsibilities of the project participants: the project participants must bring their own **working clothes (shoes included)** and respect the rules and conditions of the company where they will carry out their training. In case of non-compliance and/or cancellation of the training placement, Universal Mobility SL will make its best to find another training placement for the beneficiary.

Level of Spanish or English: the project participants that will be hosted by us in Spain must have an "intermediate" level of Spanish or English language. If it is not the case, the host organisation will not be liable for any consequence derived from this fact (i.e. if the project

participants are not admitted, if they are refused from their training placement for this reason, if the project participants cannot understand the instructions given in the training placement, etc.)