



Erasmus+

PARTNER AGREEMENT

**FOR TRAINEESHIP MOBILITY
OF TRAINEES IN VET
AND TRAINING OF SCHOOL STAFF**

**SECTOR „VOCATIONAL EDUCATION”
ACTIVITY KA1 „LEARNING MOBILITY OF INDIVIDUALS“
ERASMUS+ PROGRAMME**

Academic year 2023/2024

This agreement, drawn up for the needs of Erasmus + Programme, KA1 "Learning mobility of individuals", sector "Vocational Education", of the European Union, settles the relations between:

Obchodná akadémia, Nám. hrdinov 7, Šurany

TAX NUMBER : **2021059282**

ADDRESS: **Nám. hrdinov 7, 942 01 Šurany**

PROJECT CODE: **2023-1-SK01-KA121-VET-000122966**

Represented by: **PaedDr. Jana Tóthová**

In her capacity of **Headmistress**

Telephone: **+421 356 500 859**

Email: **sekretariat@oasurany.sk**

hereinafter referred to as the Beneficiary Organisation for short, on the one part,

And

APLICAPROPOSTA LDA, Braga mob

Identification code: **PT510442927**

Residence of company, main office address: **Rua de Timor, Loja 29, 4710-345 S. Victor, Braga**

Country: Portugal

Represented by: **Tiago Costa**

In the capacity of **Manager**

Telephone: **0035192944254**

E-mail: **info@bragamobilityopen.com**

hereinafter referred to as the Host Organisation for short, on the other part,

agreed on the following:

Article 1: Subject matter of agreement

Both the Beneficiary Organisation and the Host Organisation commit to undertake for traineeship mobility of trainees in VET and training of school staff subject of this agreement which is also a part of the subject matter of Agreement **2023-1-SK01-KA121-VET-000122966** signed by the Beneficiary Organisation in the capacity of National Agency administering the Programme "Erasmus +", KA1 "Learning mobility of individuals", sector " Vocational Education", of the European Union in **SLOVAKIA** with respect to mobility project "**2023-1-SK01-KA121-VET-000122966**" as settled in the agreement with the National Agency.

Article 2: Period of agreement

2.1. The traineeship of the trainees in VET begins on **04.11.2023** and ends on **18.11.2023**; the traineeship duration is **15 days**, included **2 days** for travelling.

2.2. The contract is effective for both sides from the date of its signing by both sides and ends on **18.11.2023**.

Article 3: Obligations of the Beneficiary Organisation

The Beneficiary Organisation undertakes to do the following:

- To take the necessary actions for preparation and effective course of the traineeship mobility of trainees in VET and training of school staff subject of this agreement in conformity with the terms of the agreement pointed in Article 1 and signed by the Beneficiary Organisation;
- To provide assessment of the competences obtained by the end users during the traineeship in conjunction with the Host Organisation based on jointly defined objective criteria;
- Where applicable, to guarantee that all measures are taken for covering social and/or health insurance of end users for the period of traineeship mobility of trainees in VET and training of school staff subject of this agreement or otherwise take out insurance in their name;
- To guarantee that all measures are taken for covering personal insurance policies of each user (including financial aid), and when necessary, to ensure that funding is available for the period of traineeship mobility of trainees in VET and training of school staff subject of this agreement;

- To fully cooperate with users in implementation of administrative formalities required for their entering and residing in the host country;
- To enclose together with all the documents relevant to the project for traineeship mobility of trainees in VET and training of school staff under the contract with the NA their translated version in English.

Article 3.1: Obligations of Host Organisation (if applicable)

In case the Beneficiary Organisation enters into an agreement with an Organisation mediator, the latter is obliged to execute all stipulated tasks (contacting companies or training organisations, arranging residence: accommodation and/or food) fully adhering to the objectives and schedule of the project, as well as to the Programme "Erasmus +", KA1 „Learning mobility of individuals“, sector " Vocational Education".

Article 4: Obligations of Host Organisation

The Host Organisation binds the following:

- To take the necessary actions for preparing and effectively implementing traineeship mobility of trainees in VET and training of school staff subject of this agreement in conformity with the conditions and targets of the mobility schedule described in the agreement specified in Article 1 and signed between the Human Resource Development Centre and the Beneficiary Organisation;
- To guarantee that the users' skills and knowledge are utilized in the most expedient way and that the users are given tasks and assignments corresponding to their qualification and experience under the guidance of a qualified in a certain field supervisor;
- To guarantee that it will keep working time, according to the program of the traineeship of the trainees in VET – 5 work days for one calendar week, 6 hours per day;
- To guarantee that the beneficiaries won't be assigned by unusual activities, which are not relevant with the conditions and the goals of the program of mobility;
- To provide suitable locations for conducting the users' mobility;
- To provide logistical support of the users;

- To fully cooperate with the representative of the Beneficiary Organisation who is responsible for monitoring of the mobility;
- To guarantee that all measures are taken for covering all risks that might occur for users during the mobility subject of this agreement;
- To present the Beneficiary Organisation with accountancy documents, reports and other types of documentation related to the preparation of the final report for implementation of the project activities in compliance with the terms and conditions of the Contract for financial support of the Beneficiary Organisation with NA.
- To enclose together with all the accountancy documents, reports and other types of documentation related with the final report of the project for mobility under the contract with NA their translated in English language version.

Article 5: Agreement for training

Detailed information about the mobility for the traineeship of trainees in VET and training of school staff schedule subject of this agreement is contained in the Agreement for training which consist separate Annex to this agreement.

Article 6: Payment

6.1. The Beneficiary Organisation is obliged to pay to the Host Organisation the amount of 18 282 Euro allocated by "Erasmus +" Programme, KA1 „Learning mobility of individuals“, sector "Professional Education" under contract **2023-1-SK01-KA121-VET-000122966** financed by the European Union, which includes:

6.1.1. The amount of 18 282 Euro for payment of the activities regarding the traineeship of trainees in VET.

6.2. The amount described in point 6.1.1. includes the full amount for payment of the following activities regarding the traineeship of the trainees:

6.2.1. Maintenance for students and accompanying teacher in the amount of 12 782 EUR.

This maintenance includes:

- *accommodation in the hotel Basic Braga by Axis with hot water, air conditioning, private bathroom, free wireless internet access in common areas*

- food: HALF BOARD

6.2.2. Local transport for users in the amount of 1000 EUR.

Local Transport - Local transportation from the accommodation place to the workplace.

6.2.3. The cultural activities for users and accompanying teachers in the amount 850 EUR.

The cultural activities include: Porto, Lisbon, Viana do Castelo and Braga

6.2.4. Airport Transfer for users and accompanying persons in the amount 650 EUR.

Airport Transfer ~ Transfer from Porto to Braga and Braga to airport in Porto.

6.2.5. Administrative Costs for participants in the amount 3 000 EUR.

6.3. The Beneficiary Organisation is obliged to pay to the Host Organisation EUR - 100 % of the full amount specified in paragraph 6.1. not later than 1 week before the first day of each mobility.

6.4. The Host Organisation is obliged to provide to the Beneficiary Organisation the financial documents for the payments specified in paragraph 6.3. not later than 1 week after the first day of each mobility flow.

Article 7: Bank accounts

The financial aid amount granted by "Erasmus +" Programme, KA1 „Learning mobility of individuals“, sector " Vocational Education", is transferred to the bank account specified by the Host Organisation as follows:

BPI - Banco Português de Investimento

NIB - 0010 0000 49015020001 44

IBAN - PT50 0010 0000 4901 5020 0014 4

SWIFT/BIC – BBPIPTPL

Article 8: Reports and statements

8.1 The Host Organisation is obliged to prepare a written report for the traineeship which is sent to the Beneficiary Organisation within 1 month after the end of the traineeship.

8.2 In case of discrepancy between the submitted required documents, reports and other documentation proving the actual costs of the activities listed in Paragraph 6 of this contract, the

Host Organisation is required within 15 calendar days of receiving of a formal written notice sent by the Beneficiary Organisation, to send the relevant required documents accompanied by an English translation of the formal written notice by registered mail.

Article 9: Monitoring and control

Both sides of this agreement abide to grant access to staff and authorized personnel of the European Commission, the European Anti-Fraud Office (OLAF), and the European Court of Auditors to locations and premises where the project is taking place, as well as to documentation related to the technical and financial management of the project.

Article 10: Liability

10.1. Every of the two Organisations of this contract exempt partners of itself from losses, incurred by them or their staff in a result of implementation of this contract in condition that the losses are in a result of unusual circumstances.

10.2. The Beneficiary Organisation have to protect the European Commission and their staff of any legal actions about losses, suffered by the third sides/Organisations including of staff of this project.

Article 11: Termination of agreement

11.1. In case it becomes impossible for objective reasons for one of the contracting parties to perform any of its obligations under this agreement and regardless of the consequences set out in the applicable laws in force, the Beneficiary Organisation is legally entitled to unilaterally terminate or cancel the agreement without any subsequent further actions and without owing compensation for damages, provided that the parties have not taken any actions within one month of the receipt of an official written notice for implementation sent from the beneficiary to the host Organisation by registered mail.

11.2. The Beneficiary Organisation shall immediately inform the **SLOVAK** National Agency on events that could have a negative effect on the execution of this agreement and the agreement referred to in Art. 1 by providing comprehensive and detailed information.

11.3. Notwithstanding the afore mentioned, the Beneficiary Organisation may terminate the agreement unilaterally and without prior notice, without obligation for compensation, with the right to suspend payments on its side and a commitment by the host Organisation to refund any previously received payments under this agreement in the following circumstances:

- a) In the event of legal, financial, technical or Organisational changes in the status of the host Organisation, which could substantially affect the implementation of the subject matter of the agreement;
- b) In case of force majeure or in the event temporary suspension of the operation in accordance with the agreement due to unaccustomed conditions;
- c) In case the host Organisation is subject to legal proceedings for a declaration of bankruptcy; in case it is into liquidation in case it is administered by the court; in case it is subject to legal proceedings for collection of creditors' claims, incl. state; in case it entered into an agreement with creditors; in case it has ceased its activity; or in case it is subject to similar proceeding or is in any analogous situation arising from a similar proceeding under national legislation or regulations in force;
- d) In case the Beneficiary Organisation ascertains or suspects pursuit of fraud, corruption, involvement in criminal Organisations or any other illegal activity, unfavourable in terms of the European Union financial interests by the host Organisation, a related natural or legal person or their representative, including attempt and preparation for the aforementioned actions. Besides all of the above, suspicion of illegal activities also occur when a pre-litigation, judicial or administrative penalty proceedings are initiated by a competent authority of a Member State of the EU against the host Organisation or a related natural or legal person, or against its representatives or personnel, or against employees of the Beneficiary Organisation related to the activities during the implementation of the agreement;
- e) In case the Beneficiary Organisation ascertains provision of false affirmations, data, and statements regarding execution of the agreement, including in reports and other documentation provided by the host Organisation in order to receive compensation under this agreement or any other benefits, including infringement of the requirements for prevention conflicts of interest..

Article 12: Competent court

In case an agreement cannot be reached, the only competent court for resolution of disputes arising between the parties with respect to the implementation of this agreement shall be the courts at the place of residence of the Beneficiary Organisation.

The only applicable legislation as regards to this agreement is the legislation in force in the country of the Beneficiary Organisation.

Article 13: Amendments of agreement

Amendments to this agreement may be made only by additional written agreements signed by each of the parties.

This agreement shall enter into force after its signature by both parties.

This contract is signed on Braga in two identical copies.

<p>On behalf of the Beneficiary Organisation Obchodná akadémia, Nám. hrdinov 7, Šurany, SLOVAKIA</p> <p>[Redacted]</p> <p>PaedDr. Jana Tóthová/ Headmistress</p> <p>OBCHODNÁ AKADÉMIA NÁM. HRDINOV 7 ŠURANY -2-</p> <p>Date: 11.08.2023</p>	<p>On behalf of the Host Organisation APLICAPROPOSTA LDA, Braga mob, PORTUGAL</p> <p>Tiago Costa, Manager</p> <p>[Redacted]</p> <p>Date: 11.08.2023</p>
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