
AGENCY SERVICE AGREEMENT

No: AR2023/361

Between

ASSOCIAZIONE ARTISTICA CULTURALE "A ROCCA"

And

Stredná odborná škola polygrafická

Barcellona Pozzo di Gotto (Messina)

Sicily, Italy, 5th, September, 2023

The following agreement is between

The organisation: **ASSOCIAZIONE ARTISTICA CULTURALE "A ROCCA"**
Address: Via T.C.P. Arcodaci 48 – 98051 – Barcellona P.G. (Messina) – Italy
Tel: +39 0902130696
Represented by: **Pietrini Antonino**, President
Hereafter denominated "Service Provider"

And

The school: **Stredná odborná škola polygrafická**
Address: Račianska 190, 835 26 Bratislava, Slovakia
Tel: +421 2 49 20 92 20
Represented by: **Ing. Roman Šíp, PhD**, Headmaster
Hereafter denominated "Customer"

The following terms and conditions are agreed as followed:

Article 1 – SCOPE OF SERVICE

- 1.1 The Customer hereby requires the Service Provider to organize a professional internship for selected candidates recruited by the customer with the following detailed information.
 - 1.1.1 Number of participants: 7 students and 2 accompanying teachers.
 - 1.1.2 Duration: from 01/10/2023 to 21/10/2023.
- 1.2. In the case of necessity, the service provider will use Sub-Service Providers to guarantee a high-quality standard of support for the participants based on mutual agreement.

ARTICLE 2 – ADDITIONAL SERVICES

- 2.1 The Service Provider, as further requested, will also provide additional services as follows:

- 2.1.1 **Accommodation:** In double/triple rooms for students and in two single rooms for accompanying teachers in the hotel – WiFi included.
- 2.1.2 **Transportation:** From/to the Catania Fontanarossa airport; Public transport for three students.
- 2.1.3 **Daily assistance:** by the staff and organization of the cultural program excursion to Etna & Taormina and Syracuse & Noto;
- 2.1.4 **Food:** Half board – italian breakfast and dinner;
- 2.2 Other additional services will be mentioned as a specific budget as required by the Customer

ARTICLE 3 – RIGHTS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

3.1. The rights of the Service Provider

- 3.1.1 Know all information about each participant relevant to the program.
- 3.1.2 Request the Customer to provide additional information if necessary.
- 3.1.3 Request the Customer make payment for the program on time as agreed.

3.2. The responsibilities of the Service Provider

- 3.2.1 Select the suitable hosting organizations for each participant.
- 3.2.2 Coordinate the training mobility in accordance with the background of the participants within the requested dates.
- 3.2.3 Giving the participants all the details about the host organizations (if requested), working area and the nature of the work placement, tasks relevant to the program.
- 3.2.4 Providing appropriate accommodation, as requested, which will be situated in the town of Milazzo and no more than 45 minutes from the workplace.
- 3.2.5 Providing all information relevant to public transportation to all participants.
- 3.2.6 Providing 24/7 assistance during the duration of the project.
- 3.2.7 On behalf of participants to handle the issues arising in participants' workplaces, local authorities, and other competent authorities during the program.
- 3.2.8 Keep confidential any information relating to this service agreement or transmitted by the Customer during the execution of this service agreement except for the Customer's prior written consent or special cases regulated by law. In addition, the Service Provider commits to propose necessary measurements and agreements to guarantee its staff observes the regulations of confidential information mentioned above and is responsible for its staff's violation of the regulations of confidentiality. Responsibility relating to the

regulations of confidential information will be effective regardless of the termination of this service agreement.

Article 4 – DATA PROTECTION

- 4.1 The Parties agree that to fulfill the obligations arising from the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (Journal of Laws UE L of 2016 No. 119/1 as amended), hereinafter referred.
- 4.2 The processor undertakes, to process the personal data entrusted to him in accordance with this contract, the main contract, and the provisions of generally applicable law, which protect the rights of persons whose personal data relates.
- 4.3 The processing entity declares that it has the experience, knowledge, technical means and qualified personnel, which enables it to properly perform this contract in order to ensure compliance of the processing of personal data with the law and protection of the rights of data subjects.
- 4.4 The scope of personal data processing results from the implementation of the Agreement and the contract for the implementation of the project with the number 2023-1-SK01-KA121VET-000142361
- 4.5 The Processing Entity will process personal data entrusted based on the Agreement regarding the categories of persons, i.e., project participants from the Stredná odborná škola polygrafická.
- 4.6 Processed will include the following types of personal data: name and surname, address, and date of birth.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

5.1. The rights of the Customer

- 5.1.1 Know all information relevant to the project (accommodation, and workplace of participants).
- 5.1.2 Request the Service Provider to provide additional information if necessary.

5.2. The responsibilities of the Customer

- 5.2.1 Define the exact period of the requested program and information to the Service Provider.
- 5.2.2 Provide all the necessary information adequately required by the Service Provider at least 4 weeks before the starting day of the project.
- 5.2.3 Provide all the documents necessary for the Erasmus + Key Action 1 program (Learning Agreement, Europass, etc.) in English language and in min. 3 copies each.

- 5.2.4 Provide all details about the participants (including background, CV, and language skills).
- 5.2.5 Send via email a copy of the valid health certificate and health insurance of each participant.
- 5.2.6 Inform the Service Provider of any changes immediately if any.
- 5.2.7 Pay the service fees fully as provided in Article 6.

ARTICLE 6 – SERVICE FEES AND PAYMENT TERMS

6.1. Service fees

6.1.1 In consideration of services to be provided by the Service Provider, the total service fees of the project for students (from 01/10/2023 to 21/10/2023) are described in the attached budget is €10,954.73.

6.2. Payment method

6.2.1 The payment shall be made by bank transfer as follows:

The payment shall be made by bank transfer into 1 payment as follows:

- i. 1st payment – 100% - 29/09/2023.

6.2.2 Payment will be made on the basis of a correctly issued invoice.

Name and Address of the Account holder	Associazione Artistica Culturale "A Rocca"
Name of Bank	Via TCP Arcodaci 48 - 98051 - Barcellona P.G. - Messina
Address of Bank:	UNICREDIT BANCA
IBAN - International Bank or Account Number	Filiale di Barcellona PG - Via Roma
Bank or Swift Code	IT 68 C 02008 82071 000300734725

6.2.2 In the event of non-fulfillment of any services agreed upon above, the Customer reserves the right to cut the invoice amount or to reclaim the overpaid amount.

6.2.3 Our invoices are not taxable for VAT purposes pursuant to art. 26 of the law n ° 15/68, d.p.r. No. 600/73.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1. DEFINED

7.1.1 In this service agreement, the term “Confidential Information” shall mean the Service and all information relating to the Customer business, including, but not limited to, services,

diagrams, formulae, processes, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, customers, marketing, markets disclosed by the Customer either directly or indirectly in writing, orally or visually, to the Service Provider.

7.1.2 Both parties agree to respect strict confidentiality about any part of this service agreement during the whole period of the agreement.

7.1.3 Each party acknowledges that in connection with the agreement it may have access to or otherwise receive or observe confidential or proprietary information or materials of the other party.

7.2. OBLIGATIONS OF NON-DISCLOSURE AND NON-USE

7.2.1 Unless otherwise agreed to in advance and in writing by the Customer, the Service Provider will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Service or disclose the Confidential Information to any third party.

7.2.2 The Service Provider may disclose the Confidential Information only to those of its staff who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this service agreement. In any event, the Service Provider shall be responsible for any breach of the terms and conditions of this service agreement by any of its staff.

ARTICLE 8 – TERMINATION

8.1 This Service Agreement shall be effective on the date of hereof and shall continue until terminated by either Party upon 30 days prior written notice to the other Party.

8.2 Any termination of this Service Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.3 Should there be any serious disagreement between the Service Provider and the Customer during the time of the contract, both Parties agree to come to an amicable agreement within 15 days from the receipt of a notice of such a disagreement.

ARTICLE 9 – PENALTY

- 9.1 The primary intent of the Penalty is to ensure that the program goes effortlessly and fulfilled the rights and responsibilities of each Party in accordance with the defined service levels.
- 9.2 In any case, termination of the service agreement before or during the starting date of the program without any reason shall require a certain amount of the total service fees as defined:
- 9.2.3 Notice prior to 30 days: 30% of the total service fees.
- 9.2.4 Notice during the program: 100% of the total service fees.
- 9.3 If the Customer has paid the charges in full as regulated in one of the cases in 8.2, the Customer may require that the Service Provider issue a credit note in respect of such discounts.

ARTICLE 10 – FORCE MAJEURE

- 10.1 Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided that such cannot reasonably be circumvented and provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing the delay.
- 10.2 This provision shall not act to delay or defer the payment of any sums which may be due and owing.

ARTICLE 11 – GENERAL PROVISIONS

- 11.1 Any dispute, controversy, or claim arising out of or relating to this service agreement shall be firstly resolved by amicable negotiation and conciliation between the parties in dispute.
- 11.2 No Party shall assign, or suffer or permit an assignment of, its rights or obligations under or its interest in this service agreement or other disposition by a Party, except as permitted herein, shall be null and void. Subject to the foregoing, this service agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.3 Any notices, requests, demands, and other communications given by any of the Parties hereunder shall be in writing and shall be given only by personal delivery, registered mail,

courier service, or facsimile and shall be deemed to have been duly given when received at the mentioned addresses.

- 11.4 An amendment or revision to this service agreement must be agreed in writing by the Parties hereto.
- 11.5 No waiver, failure, or delay by a Party in exercising any right, power, or remedy under this service agreement shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power, or remedy. The rights, powers, and remedies provided by law, by a separate agreement or otherwise.
- 11.6 This service agreement sets out the entire understanding between the Parties in connection with the matters contemplated hereby, and no Party hereto has entered into this service agreement in reliance upon any representation, warranty, or undertaking of any other Party which is not set out or referred to in this service agreement.
- 11.7 Each of the Parties shall execute such documents and perform such further acts (including without limitation, obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any Government Authority or any other Person) as many e reasonably required or desirable to carry out or to perform the provisions of this service agreement.
- 11.8 Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.
- 11.9 This service agreement shall be executed in English in two (2) originals of each version of equal validity. Each Party shall keep one (1) original version.
- 11.10 This Service Agreement has validity from 05/09/2023 until 31/10/2023. Nevertheless, the Parties' responsibilities are terminated until the full completion of the responsibilities mentioned in this contract by both Parties.

IN WITNESS WHEREOF, and intending to be legally bound, both Parties have duly executed this service agreement by their authorized representatives as of the date first written above.

On behalf of the **Associazione Artistica Culturale "A Rocca"**

Place: Barcellona P.G (Messina)

Date:

Signed by: **Antonino Pietrini**, President

Signature and seal:


"A Rocca" Associazione Artistica Culturale
Via T. G. P. Arcodaci, 48
98051 - Barcellona P.G. Messina / Sicily / Italy
PIC number: 948307988

On behalf of **Stredná odborná škola polygrafická**

Place:

Date:

Signed by: **Ing. Roman Šíp, PhD**, Headmaster

Signature and seal:

The above agreement has been drawn up in two identical copies in Polish and English, one for each of the parties.