

COOPERATION AGREEMENT

This Agreement, dated 10.09.2019 (the "Effective Date"), is made between **Stredná priemyselná škola technická Bardejov** (hereinafter referred to as „Sending Organization“), having its headquarter at Komenského 555/5, 085 01 Bardejov, Slovakia, EU VAT number: SK 2020508820 and **AusTraining Learn.ziel GmbH**, (hereinafter referred to as "Hosting Organization"), having its headquarter at 1050 Wien, Zentaplatz 6/19. EU VAT number: ATU 67968489.

WHEREAS Sending Organization is a state educational institution that wishes to send student group to **Wien, Austria** for a 23 days long vocational training; and

WHEREAS Hosting Organization is the partner organization of the Sending Organization that will assist Sending Organization to send student group from **Bardejov, Slovakia** to **Wien, Austria** for vocational training and that will organize traveling, accommodation, insurance, public transport, meals, cultural program in **Wien, Austria**; and

WHEREAS both parties agree in cooperating, managing and realizing the Erasmus+ 2019 program KA1 project Nr. **2019-1-SK01-KA102-060519** and with title „Odborné vzdelávanie bez hraníc“.

NOW, THEREFORE, Sending Organization and Hosting Organization agree as follows:

1. Definitions

- 1.1 "Agreement" refers to and includes this Cooperation Agreement and the Annexes there to all of which taken together govern the rights and obligations of Sending Organization and Hosting Organization;
- 1.2 "Effective Date" means the date first written above, when the contract is made and signed by Hosting Organization;
- 1.3 "Project" means the Erasmus+ KA1 project Nr. **2019-1-SK01-KA102-060519** and with title „Odborné vzdelávanie bez hraníc“;
- 1.4 "Mobility" means the vocational training program, part of the Project that includes activities along with the Professional Practice during the stay of the student group in the Hosting Country.
- 1.5 "Professional Practice" means the work placement of the participants in the Hosting Country in real workplaces, in real companies.
- 1.6 "Hosting Country" means the country of the Hosting Organization where the Mobility is realized.
- 1.7 "Mobility period" means that period of the Project, when the student group stays in the Hosting Country;

- 1.8 "Group" means the group of participants, students and accompanying teachers of the Mobility;
- 1.9 "Participant" means the members of the Group, students and accompanying teachers;
- 1.10 "Representative of the Group" refers to the person, appointed by Sending Organization, responsible for looking after the Participants, mostly accompanying teachers;
- 1.11 "Student application form" refers to the official document of each student of the Group that must be filled out by the Sending Organization with the necessary data after the selection of participation in the Project; the document must be sent to the Hosting Organization at least 50 days upon arrival of the Group in Hosting Country.
- 1.12 "Project Termination" means the termination of the Project after closing it by submitting the compulsory Final Report of the Project to the National Agency of the Sending Organization.
- 1.13 "Final Report" refers to the report that shall include an overall assessment of results of the Mobility compared to the initial objectives, contents of the activities for each participant, detailed information on developments, progresses and achievements.
- 1.14 "National Agency" refers to the agency of the country of Sending Organization that manages Erasmus+ programs of the European Union, selects projects to be funded, monitors and evaluates projects, supports applicants and participants.
- 1.15 "Companies" means all those companies of the Hosting Country that receive students for Professional Practice.
- 1.16 "Tutor" refers to the person who is responsible for the professional training of students at the company where student's Professional Practice takes place.
- 1.17 "Budget" means the detailed estimate of expenditure of Sending Organization for the Project that shall be paid to Hosting Organization for the tasks and organization provided by Hosting Organization to Sending Organization.
- 1.18 "Deposit" means the amount of EUR that each participant shall provide for the accommodation for safekeeping; deposit shall be reimbursed to participants at termination in case damage is not caused at the accommodation.
- 1.19 "Full board meal" means breakfast, lunch and dinner provided by Hosting Organization to the participants during the Mobility.
- 1.20 "Half board meal" means breakfast and lunch or breakfast and dinner provided by Hosting organization to the participants during the Mobility.
- 1.21 "Europass Mobility Document" means the document that verifies the knowledge skills and competencies acquired during the Mobility.

- 1.22“Organizational Cost” means part of the grant that is used for management tasks such as preparation lesson, tutoring, controlling, monitoring, assistance, preparation of the project and presentation of final report.
- 1.23“Travel cost” means the organization of travels of the Group from the country of origin to the country and accommodation of the Mobility and vice versa.
- 1.24“Individual cost” includes insurance, accommodation, public transport, meals, cultural program costs.
- 1.25“Mobility Tool” is a database, it contains every data of the mobility and where the national agency communicate with the school.
- 1.26“Student Application Form” means the document that includes all personal data information of each Participant.
- 1.27“Project Info” contains the application total summary.
- 1.28“Table of the Participants” the document that includes the names, phone numbers, dates of birth, language knowledge and profession information of the Participants.
- 1.29“Learning Agreement” part of the mandatory documentation, a tripartite study agreement between the institution, the participant and the workplace
- 1.30 “Info Voucher “ document made by the hosting organization about the mobility concretes.

2. Scope of Agreement

The Sending Organization hereby engages the Hosting Organization to assist in the realization, organization and management of the Erasmus+ KA1 project **Nr. 2019-1-SK01-KA102-060519** and with title „Odborné vzdelávanie bez hraníc“ in the hosting city of the Mobility where Hosting Organization shall provide the Group with accommodations, meals, cultural program, public transport passes and real workplaces.

3. Conditions of the Mobility

3.1 The Mobility takes place in **Wien, Austria**.

3.2 The planned period of the Mobility: **19. October – 10. November 2019**.

3.3 The length of the period cannot be modified, but the starting date and the finishing date of the mobility could change by maximum 2 days only in case of serious reason and only if the number of training days is not affected. The modification shall be allowed only by written approval of both parties.

3.4 The Mobility period lasts for 23 days that includes 2 (two) days of traveling.

3.5 Students are allocated in diverse workplaces that are related to their field of specialization.

- 3.6 The Mobility includes 2 days of cultural programs.
- 3.7 During the Mobility meals – full board - are provided to the Group.
- 3.8 During the Mobility period accommodation is provided to the Group. Standard for the students, premium for the teacher.
- 3.9 During the Mobility period public transport passes are provided to the Group that are valid in the city(s) of the Mobility and accommodation.
- 3.10 Number of students in the student group: 10.
- 3.11 Number of accompanying teachers: 1.
- 3.12 If Sending Organization would like to change a participant before the mobility, it can replace the participant only with a new participant with the same gender.
- 3.13 The students are grouped according to the field of specialization:

Field: Electrotechnics

4. Sending organization obligations

Sending organization shall:

- 4.1 Evaluate and select Participants of the Mobility not later than 50 days before the beginning of the Mobility. Changing Participants of the Mobility during the 50 days before the beginning of the Mobility shall not be allowed, only for serious reasons such as illness.
- 4.2 Take note of and acknowledge the advices given by Hosting Organization regarding the evaluation and selection of participants.
- 4.3 Communicate the list of Participants of the Mobility to the Hosting Organisation after their evaluation and selection.
- 4.4 Obtain the European Health Insurance Card (“EHIC”) for each Participant not later than 30 days before the beginning of the Mobility.
- 4.5 Fill out the Student Application Forms completed with ID photos, Project Info, Table of the Participants along with the necessary signatures.
- 4.6 Send the completed Student Application Forms, Project Info, Table of the Participants to the Hosting Organisation not later than 50 days before beginning of the Mobility.
- 4.7 Acknowledge the Budget of the Project and the relating Payment terms.

- 4.8 Acquire items necessary for the realization of the Mobility in accordance with this Agreement and the Budget (e.g. flight tickets for Participants, if relevant)
- 4.9 Provide the Participants with the following items relevant to the field of specialization: work shoes, work clothes, laptop.
- 4.10 Provide each Participant with **30 EUR** deposit necessary for occupying the rooms at the accommodations during the Mobility period. Deposit shall be reimbursed to the Participants after the Mobility.
- 4.11 Continuously consult and cooperate with the Hosting Organization.
- 4.12 Respect the travel regulations.

5. Hosting organization obligations

Hosting organization shall:

- 5.1 Provide continuous support and assistance to the Sending Organisation.
- 5.2 Give a preparatory lesson for the Participants according to the Project **not later than 14 days** before the beginning of the Mobility;
- 5.3 Provide Participants with fully comprehensive insurance that shall cover accident, health, baggage and travel and liability issues;
- 5.4 Provide assistance for the Participants at the accommodation.
- 5.5 Communicate to the Sending Organization a list of Companies, that shall act as workplaces of the students, **not later 14 days** before the beginning of the Mobility.
- 5.6 Communicate to the Sending Organization the names of representatives and contact details of the tutors of the Companies, who shall lead and assist the participants during the Mobility;
- 5.7 Organize for the Group 15 days of professional practice during the Mobility that shall include tutoring, monitoring and evaluation. The professional practice shall be relevant to the field of specialization of the students and shall meet the work safety requirements;
- 5.8 Immediately inform the Sending Organisation in case of interruption of the Mobility by one or more Participants;
- 5.9 Organise for the Group accommodation for the Mobility period. Standard for the students, premium for the teacher.;
- 5.10 Provide the Participants with full board meals;

- 5.11 Provide the participants with public transport pass for the Mobility period that shall be valid in the locations of the Mobility;
- 5.12 Organize for the Participants guided tour for cultural program 1 time during the Mobility period;
- 5.13 Do intermediate and final evaluation of the Participants during the Mobility period;
- 5.14 Prepare mobility certificates and provide them for the Participants at the end of the Mobility;
- 5.15 Organize the travel of the group from the country of origin to **Wien, Austria** and back;
- 5.16 Write the Final Report of the Project and send it to the Sending Organisation.

6. Administrative procedures

6.1 **Documents:** Sending Organization shall fill out, sign and provide for the request of Hosting Organization with the following necessary documents for the realization of the Mobility:

a. Requested by Hosting Organization:

- Project Info:
it contains the basic data of the Mobility
- Application Form:
it contains personal data of each participant and photo of participants
Table of participants:
it contains the list of participants, their profession, language skills, age, date of birth, mother's name, ID card number, address, phone number, email address
- Mobility tool:
it contains every data of the mobility. The Sending organization shall give an access to upload documents to the mobility tool.

b. Requested by National Agency:

- Mobility Agreement
- Learning Agreement
- Memorandum of understanding
- Quality Commitment

6.2 **Invoicing:** Hosting Organization shall issue one invoice of the total amount payable by Sending Organization not later than 31 days before the first day of the Mobility.

- 6.3 **Payments to Hosting Organization:** payments shall be made by Sending Organization within 5 days of issuance of the invoice of Hosting Organization and by bank-to-bank transfer to the **IBAN: AT953200000011700259** account of Hosting Organization.
- 6.4 **Issuance of certificates:** Hosting Organization issues the Europass Mobility Document for each Participant at the end of the Mobility.
- 6.5 **Evaluations:** Hosting Organization makes evaluations of Participants regarding the quality of the Mobility two times during the Mobility.
- 6.6 **Data protection:** Both Parties shall process personal data and the free movement of such data regarding the General Data Protection Regulation ("GDPR") (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons and repealing Directive 95/46/EC (General Data Protection Regulation).

7. Payment terms

- 7.1 The total amount that Sending Organization shall pay to Hosting Organization is calculated according to the cost items of the Budget defined by Hosting Organization in **Annex 1**.
- 7.2. For all the services and assistance provided by Hosting Organization to Sending Organization, Sending Organization will make one payment of the total amount of **24.042** EUR to Hosting Organization such that they are received by Hosting Organization not later than 31 days before the first day of the Mobility and not later than 5 days after Hosting Organization's sending of an invoice for payment to Sending Organization.
- 7.3 All payments under this Agreement will be made in Euro (EUR) currency by bank-to-bank transfer to an account designated by Hosting Organization, unless otherwise agreed to by Hosting Organization in writing.
- 7.4 Payment default: In the event of an overdue payment, interest will be accrued daily of the overdue payment as of the date of the payment default, at the maximum rate permitted by law.
- 7.5 In case the service provided by the Hosting Organisation is not appropriate or not of sufficient quality, Hosting Organization shall resolve and eliminate the shortcomings, otherwise Hosting Organization shall be obliged to refund the amount of Organization Cost of the inappropriate service provided.
- 7.6 In case any of the Participants decides to interrupt the Mobility without any serious reason or justification, Hosting Organization shall not be obliged to refund the unutilized, proportionate amount of that Participant to the Sending Organization.
- 7.7 **Cancellation policy:** In case of cancellation or postponement of the Mobility and its realization by Sending Organization the following retribution shall apply because of the disadvantage suffered by Hosting Organization as the result of the action:

- a. If the cancellation or postponement occur not later than 31 days before the beginning of the Mobility retribution shall not apply;
- b. If the cancellation or postponement occur 24 days before the beginning of the Mobility, Sending Organization shall pay at least 70% of the total amount of payment to Hosting Organization;
- c. If the cancellation or postponement occur 17 days or less than 17 days before the beginning of the Mobility, Sending Organization shall pay the full amount of payment to Hosting Organization.

8. Indemnification

Sending Organization shall defend, indemnify and save the Hosting Organization and the Companies harmless from and against injuries, loss and damage to the Hosting Organization's and Companies' employees or their tangible personal property or to the person or tangible personal property of third parties to the extent cause by the willful or negligent acts or omissions of the Participants.

9. Communication

All communications between Sending Organization and Hosting Organization shall be in English language and in the language of Sending Organization. Communications in Hosting Country at the Hosting Organization shall be in English language.

10. Term and termination

- 10.1 The term of this Agreement shall commence on the date hereof and will remain in effect until the Project Termination, unless terminated earlier under provisions herein.
- 10.2 **Events of termination:** Either party will have the right to terminate this Agreement immediately upon written notice if:
 - a. The other party breaches any material term or condition of the Agreement if such breach is capable of cure fails to cure such breach within 30 days after written notice;
 - b. The other party becomes a subject in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such proceeding is not dismissed 60 days of filing;
 - c. Sending Organization is obstructed to participate in the Project; in this case termination shall happen not later than 31 days before the beginning of the Mobility, otherwise cancellation policy shall apply.

11. Miscellaneous provisions

- 11.1 Interruption:** The Mobility can be interrupted for serious reasons such as illness or in case of breach of rules of the Hosting Organization or of the Companies by the Participants. If necessary Participants may be banned from further participation at Mobility;
- 11.2 Complication:** If a complication, unwelcome issue or any problem of Participants arises during the period of the Mobility, the representative of the Group (accompanying teacher) shall immediately notify the representatives of the Hosting Organization and Hosting Organization shall do its best in order to resolve the situation the soonest possible;
- 11.3 Entire Agreement:** This Agreement and its Annexes are the complete and exclusive agreement between the parties in respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties;
- 11.4 Severability:** If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision;
- 11.5 No Agency:** The parties hereto are independent contractors. This Agreement shall not create an agency, partnership, joint venture or any other legal form of association. Neither party shall have the right to bind the other to any agreement with a third party nor to represent itself as an agent, partner of the other or to incur any obligation or liability on behalf of the other party;
- 11.6 Force Majeure:** Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, act of civil or military authority, fires, riots, wars, late performance or default of any subcontractor, where the choice by such party of such subcontractor was reasonable and where such party has used reasonable efforts to expedite the performance or avoid the default of such subcontractor or to obtain reasonable substitute performance therefore;
- 11.7 Amendment:** Any waiver, amendment or modification of any provision of this Agreement must be in writing.

12. Dispute resolution and Application Law

- 12.1** In the event of a dispute between Sending Organization and Hosting Organization arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations;

12.2 In the event that a dispute cannot be resolved amicably by the parties through negotiations within thirty (30) days of the commencement of such negotiations, the dispute shall be submitted to arbitration in accordance with the laws of the country of Hosting Organization, with such arbitration to be held in the city of Hosting Organization.

IN WITNESS WHEREOF, the parties have executed by their duly authorized representatives this Agreement as of the Effective Date.

Sending Organization

Name:

Address:

Registration Nr.:

Legal representative:

Hosting Organization

Name:

Address

Registration Nr.:

Legal representative:
