

PARTNER AGREEMENT

This agreement, drawn up for the needs of Erasmus + Programme, KA1 "Learning mobility of individuals", sector "MOBILITY FOR LEARNERS AND STAFF IN VOCATIONAL EDUCATION AND TRAINING" hereinafter referred to as "**mobility**", of the European Union, settles the relations between:

Stredná priemyselná škola stavebná v Žiline

TAX number: 2021429267

EU VAT number: not available

Address: **Veľká okružná 25, 010 01 Žilina, Slovakia**

Project code: 2023-1-SK01-KA121-VET-000117266

OID: E10034874

Represented by, Authorized for signature: **Ing. Lukáš Játy, PhD.**

Contact person: **Mgr.Ivana Bučkuliaková**

Telephone: +421 910 253 142

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

and

PENGUIN ACADEMY UG, Project Management & Consulting,

Address: Mauritiussteinweg 1 50676, Köln, Germany

OID: E10141972

Country: Germany

Represented by: Ahmet Kirgin

Telephone: +491725454442,

E-mail: ahmetkirgin@gmail.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 implement mobilities (internships and trainings) of VET Learners, that is subject of this agreement and refers to project number 2023-1-SK01-KA121-VET-000117266.

Article 2: Period of agreement

2 The **internship** begins on **01. October 2023** and ends on **14. October 2023**; the mobility duration is 14 days, including 2 days for travelling (01st October and 14th October).

2.2. The contract is effective from the date of its signing by both sides and ends on **30. November 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 mobility of VET Learners subject of this agreement;
- To provide assessment of the competences obtained by the participants during the course in conjunction with the Host Organisation;
- Taking out insurance of the participants (covering social and/or health insurance) for the period of mobility subject of this agreement;
- To guarantee that all measures are taken for covering personal insurance policies of each participant (including financial aid), and when necessary, to ensure that funding is available for the period of mobility of VET Learners subject of this agreement;
- To fully cooperate with the participants 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 mobility of VET Learners under the contract with the Slovak National Agency.

Article 4: Obligations of Host Organisation

The Host Organisation binds the following:

- To take the necessary actions for preparing and effectively implementing the mobility of VET Learners subject of this agreement;
- To guarantee that it will keep training time, according to the program of mobility of VET Learners – **10 workdays for two calendar weeks;**
- 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 and catering for conducting the participants' mobility; - To provide logistical support for the participants;
- To fully cooperate with the representative of the Beneficiary Organisation who is responsible for the 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 or enclose any accountancy documents, reports and other types of documentation requested by the Beneficiary Organisation, that are related to the preparation of the final report, in compliance with the terms and conditions of the Grant Contract (financial support) concluded between the Beneficiary Organisation and the Slovak National Agency.

Article 5: Payment

5.1 The Beneficiary Organisation is obliged to pay to the Host Organisation the amount listed below, allocated by "Erasmus +" Programme, KA1 „Learning mobility of individuals' under **project 2023-1-SK01-KA121-VET-000117266** financed by the European Union, which includes for 15 VET Learner students and 2 Accompanying persons the following:

- **Organizing work placements** for 15 VET Learners; **Accommodation** for 13 nights (01.10. - 14. 10.2023) in a hostel with shared rooms and with free wireless internet access; **Service** for organizing the mobility including **meals on full-board** (3 meals per day during the weekend as well); **airport or main station transfer** on arrival and departure; **local transport; cultural program, administration.**

5.2 The Beneficiary Organisation is obliged to pay to the Host Organisation **1.456 EUR/VET Learner student** (i.e **21.840 EUR** for 15 VET learners) and **2.240 EUR/Accompanying person** (i.e **4.480 EUR** for 2 Accompanying persons), **in total 26.320 EUR (including VAT) the full amount** no later than **20th August 2023**. In case of cancellation The Beneficiary Organisation is obliged to pay the Host Organisation 50% of the whole amount(i.e. 13.160 EUR including VAT).

Article 6: Bank accounts

The financial aid amount granted by "Erasmus+ Program KA1 "Learning mobility of individuals", sector "MOBILITY FOR LEARNERS AND STAFF IN VOCATIONAL EDUCATION AND TRAINING" is transferred to the **bank account specified by the Host Organisation** as follows:

Account Owner: Penguin Academy UG

IBAN: DE46 3705 0198 1932 4865 49

SWIFT: COLSDE33XXX

Bank name: Sparkasse KölnBonn

Bank address: Hahnenstraße 57, 50667, Cologne, Germany

EU VAT number: DE299157395

Article 7: Reports and statements

7.1 The Host Organisation is requested to prepare a written report for the mobility which is sent to the Beneficiary Organisation within 1 month after the end of the mobility.

Article 8: Termination of agreement

8.1 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 parties are legally entitled to unilaterally terminate 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 parties by registered mail.

8.2. 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 by providing comprehensive and detailed information.

8.3. 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 occurs 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 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 9: Complaints

The Host Organisation will acknowledge any complaint received in relation to any of its services or programmes. It will respond to a complaint only if such complaint has been brought to its attention prior to the students' departure. If the complaint is brought to the host organisation at the end of the stay or after departure, not allowing it to render appropriate action, the host organisation will not be obliged to take action and refund the beneficiary.

Article 10: 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 11: 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 and stamp by both parties.

This contract is signed in two identical copies.

<i>On behalf of the Beneficiary Organisation</i>	<i>On behalf of the Host Organisation</i>
Stredná priemyselná škola stavebná v Žiline	PENGUIN ACADEMY UG, Project Management &
Ing. Lukáš Játy, PhD.	Consulting,
	Ahmet Kirgin
Date: 03. 07. 2023	Date: 13.03.2023