

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:

SCHOOL NAME: Hotelová akadémia

TAX number: 2021520732

EU VAT number:

Address: Mikovíniho 1, 83102 Bratislava, Slovensko

Project code: 2023-1-SK01-KA121-VET- 00122802

OID: E10143979

Represented by, Authorized for signature: **Magdaléna Ochabová**

Contact person: **Magdaléna Ochabová**

Telephone: +421 2 52 22 22 22

E-mail: **ochabova@hotelovaakademia.sk**

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 Kılıç**

Telephone: +49 221 22 22 22

E-mail: **ahmet.kilic@penguinacademy.com**

hereinafter referred to as the **Organisation** for short, on the other part, agreed on the following:

Article 1: Subject matter of agreement

Both the Beneficiary Organisation and the Supporting 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-000122802**

Article 2: Period of agreement

2.1. The internship begins on **03. June 2024** and ends on **14. June 2024**; the mobility duration is 14 days, including 2 days for travelling (02nd June and 15th June).

2.2. The contract is effective from the date of its signing by both sides and ends on 15. July 2024.

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 make the final decision about the hosting organization and internship conditions;
- To provide an assessment of the competencies obtained by the participants during the course in conjunction with the Supporting 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 the 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 Supporting Organisation

The Supporting 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/no more than 8 hours per day 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 report on the services provided under this contract weekly
- To document and communicate any problem affecting its ability to deliver the services. The report must describe the problem, indicate when it started and what actions the supporting organization is taking to resolve it.
- To guarantee that all measures are taken to cover all risks that might occur for users during the mobility subject of this agreement;
- To provide any additional information regarding the services provided, that is necessary for the reporting and monitoring of the Erasmus+ project concerned.
- 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.
- To provide high-quality services following the latest industry knowledge and the provisions of this

contract.

- The services must comply with the Erasmus quality standards: https://erasmus-plus.ec.europa.eu/sites/default/files/2021-09/erasmus-quality-standards-mobility-nov-2020_en.pdf.

Article 5: Financial Aspects

5.1. The Beneficiary Organisation is obliged to pay to the Supporting Organisation the amount listed below, allocated by "Erasmus+" Programme, KA1 „Learning mobility of individuals“ under **project 2023-1-SK01-KA121-VET-000122802** financed by the European Union, which includes for **6 VET Learner students** the following:

- **Organizing work placements** for 6 VET Learners; **Accommodation** for 13 nights (02.06. - 15.06.2024) in a hostel/apartment 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 Supporting Organisation **1.462 EUR/VET Learner student - in total 8.772 EUR (including VAT); 80% of the full amount – 7.018 EUR no later than 26th January 2024 and 20% of the full amount – 1.754 EUR no later than 27th May 2024.** In case of cancellation The Beneficiary Organisation is obliged to pay the Host Organisation 50% of the whole amount (i.e. 4.386 EUR including VAT).

5.3. If the Supporting Organisation does not provide the service in accordance with the contract or if it does not provide the service in accordance with the established quality standards of the Erasmus Programme ('poor quality provision'), the Beneficiary Organisation may reduce or recover payments in proportion to the severity of the non-compliance or poor quality provision. The Beneficiary Organisation must formally notify the Supporting Organisation of its intention to reduce the payment, stating the reasons and the corresponding amount. The Supporting Organisation has 30 days from the date of receipt to submit comments. If this is not done, the decision will become enforceable on the day after the expiry of the period for comments. If the Supporting Organisation submits comments, the Beneficiary Organisation shall take into account the relevant comments and must communicate its final decision to the Supporting Organisation.

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: DE47 25 12 05 10 00 00 09

SWIFT: COBLS333

Bank name: Sparkasse KölnBonn

Bank address: Hahnenstraße 57, 50667, Cologne, Germany

EU VAT number: DE2706 700 000

Article 7: Reports and statements

7.1 The Supporting 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 If either party is affected by force majeure, it must immediately inform the other party, stating the nature of the circumstances, their likely duration and the foreseeable consequences. A party shall not be liable for delay or failure to perform its obligations under the Contract if such delay or failure is due to force majeure. If any of the parties is unable to fulfil its contractual obligations due to force majeure, it shall be entitled to remuneration only for the actual services rendered and equally share the costs. The contracting parties must take all necessary measures to limit the damage caused by force majeure.

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 aforementioned, 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 Supporting Organisation to refund any previously received payments under this agreement in the following circumstances:

- a) In the event of legal, financial, technical or organizational changes in the status of the Supporting 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 Supporting 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 Supporting 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 Supporting 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 Supporting 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 supporting 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>
<p data-bbox="175 1366 414 1422">Hotelová akadémia</p> <p data-bbox="159 1568 414 1624">Magdaléna Ochabová</p> <p data-bbox="223 1657 542 1792">HOTELOVÁ AKADÉMIA Mikovíniho 1 831 02 BRATISLAVA 1</p> <p data-bbox="135 1814 351 1870">Date: 12.01.2024</p>	<p data-bbox="766 1388 1372 1478">PENGUIN ACADEMY UG, Project Management & Consulting</p> <p data-bbox="766 1545 941 1601">Ahmet Kirgin</p> <p data-bbox="766 1657 1053 1792">PENGUIN ACADEMY UG Project Management & Consulting Mauritiussteinweg 1 · 50676 Köln Tel. +49 172 5454442 a.kirgin@p-academy.com</p> <p data-bbox="758 1881 973 1937">Date: 10.01.2024</p>