

PARTNER AGREEMENT

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

SCHOOL NAME: Základná škola Kvetoslavov 266

TAX number: 2120980367

Address: Kvetoslavov 266, 930 41 Kvetoslavov

OID: E10324678

Project code: 2023-1-SK01-KA122-SCH-000134054

Represented by: Mgr. et Mgr. Patrik Ambrus, PhD.

Contact person: Mgr. Katarína Móricaiová

Telephone: +421 911 194 365

E-mail: katarina.moriczova@zskvetoslavov.sk

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

and

European School of English

OID: E10050379

Tax number: MT 14476227

Country: Malta

Represented by: SEAN LEGAULT

Telephone: +35621373789

E-mail: STUDY

hereinafter referred to as the **Supporting 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 of **School Education Learners** that is subject of this agreement and refers to **project number 2023-1-SK01-KA122-SCH-000134054**

Article 2: Period of agreement

2.1. The **Program** begins on **15.04.2024** and ends on **24.04.2024**; the mobility duration is 12 days, including 2 days for travelling (14th and 25th April).

2.2. The contract is effective from the date of its signing by both sides and ends on **31st May 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 School Education Learners subject of this agreement;
- To provide assessment of the competences 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 School Education 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 School Education Learners under the contract with the 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 School Education Learners subject of this agreement;

- To guarantee that it will keep training time, according to the program of mobility of School Education Learners – **10 project days in 2 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 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 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-KA122-SCH-000134054** financed by the European Union, which includes for **12 School Education Learner students and 2 accompanying persons** the following:

- **Organizing Project work in the hosting elementary school for 12 School Education Learners; Accommodation** for 11 nights (14.04-25.04.2025) in host families, 2-3 students per room with free wireless internet access; **Accommodation** for the accompanying persons, **Service** for organizing the mobility including **3 meals per day; local transfer, cultural activity and administration.**

5.2. The Beneficiary Organisation is obliged to pay to the Host Organisation for 12 SCH Learners and for 2 accompanying persons **in total 20.985 EUR including VAT** - 100 % of the full amount - within 30 days of the receipt of the Host Organisation's invoice. In case of bookings made close to the arrival date, the 30 days' period does not apply, and the **payment will be made 14 days before the participants' arrival.**

Article 6: Bank accounts

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

IBAN: MT28MMEB44060000000006074413451

SWIFT: MMEBMTMT

Bank name: HSBC Bank Malta plc

BIC CODE: MMEBMTMT

EU VAT number: MT14476227

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 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 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 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 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**

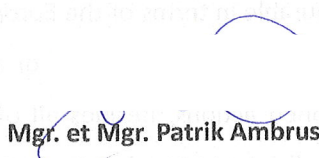


of residence of the **Beneficiary Organisation**. The only applicable legislation as regards to this agreement is the legislation in force in the country of the Beneficiary Organisation.

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.

On behalf of the Beneficiary Organisation	On behalf of the Host Organisation
Základná škola Kvetoslavov 266	European School of English
	
Základná škola Kvetoslavov 266 930 41 Kvetoslavov 266	Date: 05/03/2024
Date: 20 March 2024	

EUROPEAN SCHOOL OF ENGLISH
MALTA