

## **Erasmus+ Programme Mobility Programme**

Agreement of 13.02.2025

This agreement is concluded within the framework of the Erasmus + Community Programme, Key Action 1: Learning mobility of individuals, mobility projects for learners and staff in the field of vocational education and training, and governs the relations between:

**Stredná odborná škola techniky a služieb, Laskomerského 3, Brezno, Slovakia**

hereinafter referred to as the "promoter" or "sending institution", and

**VITALIS Betreuungsgesellschaft für Modellprojekte mbH**

with registered office at: Gut Wehlitz 04435 Schkeuditz, Germany  
hereinafter referred to as "the host institution"

### **Article 1: Subject of the contract**

The subject of the contract is the organisation and implementation of the foreign professional internship/training for the pupils of the school Stredná odborná škola techniky a služieb, Laskomerského 3, Brezno, within the framework of the project with the number: 2024-1-SK01-KA121-VET-000210680.

The promoter - sending institution, the receiving institution and the final beneficiary undertake to carry out the professional internship/training, which is the subject of this agreement.

The present agreement regulates the relations between the parties as well as their respective rights and obligations regarding their participation in the placement programme designated above.

The parties declare that they have read and accepted the agreement.

### **Article 2: Duration**

The placement programme begins on 16.03.2025 and ends on 04.04.2025. The present agreement is valid for the above-mentioned period.

### **Article 3: Obligations of the partners**

The above mentioned partners of the placement project, i.e. the promoter, the hosting institution and the beneficiary, undertake to respect the Partnership Quality Commitment stated by the Erasmus programme.

#### **Article 3.1: Obligations of the promoter and the sending institution**

The promoter and the sending institution undertake to:

- gather all the information necessary to ensure the eligibility of the participants as well as the placement conditions of the project activity under the Erasmus+ Programme;

- carry out a reliable selection of motivated and suitable participants for the project; decisive criteria for this are: a communication level of written and spoken English or German;
- to take, in accordance with the provisions of the agreement concluded between the Erasmus+ National Agency and the project promoter, the measures necessary for the preparation, implementation and proper conduct of the professional internship/training hereby agreed;
- Ensure the recognition of the competences acquired during the project in cooperation with the hosting institution on the basis of the mutually agreed criteria;
- Ensure that all arrangements are made for the beneficiary to receive the appropriate social protection during the implementation of the professional traineeship under the present contract;
- ensure that all measures have been taken to ensure that the beneficiary has private accident insurance, private sickness insurance and private liability insurance and, where appropriate, to finance this insurance during the performance of the professional traineeship under this agreement;
- to assist the beneficiary in completing the administrative formalities required for admission and stay in the host country.

### **Article 3.2: Obligations of the host institution**

The host institution undertakes:

- take the necessary measures with regard to the preparation, implementation and proper running of the agreed work placement, acting in accordance with the modalities and objectives of the placement programme as set out in the agreement concluded between the Erasmus+ National Agency and the promoter;
- ensure that the beneficiary's knowledge is effectively applied and that he/she is assigned tasks and responsibilities commensurate with his/her qualifications and experience;
- provide logistical support to the beneficiary as far as possible;
- cooperate, where necessary, with the person responsible for monitoring the project activity from the sending organisation;
- to verify that the beneficiary is in any case insured against all risks of accidents related to the implementation of the work placement under this agreement.

### **Article 3.3: Obligations of the beneficiary**

The final beneficiary undertakes:

- to respect the rules of the host organisation, its working hours, its regulations in force and the legal provisions concerning confidentiality. In the event that he/she violates the above-mentioned rules, the person in charge of the hosting institution reserves the right to terminate the placement, having previously informed each of the contracting parties accordingly by registered letter with acknowledgement of receipt;
- to inform the promoter in advance and as soon as possible if he/she withdraws from the placement/exchange before it starts or if its duration is shortened

through his/her own fault or through the fault of the sending or the receiving institution.

- Furthermore, the beneficiary hereby gives his/her consent to the processing of his/her personal data by the promoter, the National Agency and the European Commission and other bodies mandated by them for statistical and evaluation purposes.

#### **Article 4: Payments**

The promoter undertakes to pay to the host institution the Erasmus+ grant as well as its own contribution for the agreed project activities in the amount of 14.930,00 €.

The payment will be made as follows:

- 100% of the amount by **16.03.2025** = 14.930,00 €

All costs incurred for bank transfer and bank charges will be borne by the project executing agency.

#### **Article 5: Bank account**

The amount will be transferred to the bank account of the receiving institution:

**Bank: Deutsche Bank 24 Minden**

**Bank code: 490 700 24**

**Account owner: Vitalis GmbH**

**Account number: 285 12 44 01**

**BIC: DEUTDEDB490**

**IBAN: DE14 4907 0024 0285 1244 01**

#### **Article 6: Reports**

At the end of the project, the hosting institution will prepare a final report and send it to the sending institution within one month after the end of the traineeship. This report shall include information on the duration and the content of the traineeship.

#### **Article 7: Monitoring and control**

The beneficiary and the host organisation shall immediately provide the promoter with all information requested from them concerning the implementation of the agreed project activity.

The Beneficiary and the Host entity must be able to provide the Promoter - the seconded entity - with all documents verifying the ongoing or completed implementation of the Project.

The Parties undertake to grant the staff of the National Agency, the European Commission and the Court of Auditors of the European Communities, as well as their delegated agents, appropriate access to the sites or premises where the project is implemented and to all documents concerning the technical and financial implementation

of the project. Access by persons mandated by the National Agency, the European Commission or the Court of Auditors of the European Communities may be subject to confidentiality arrangements to be agreed between the National Agency, the European Commission or the Court of Auditors of the European Communities, on the one hand, and the Contracting Parties, on the other.

#### **Article 8: Liability**

Each Party shall release the other Party from any liability for damage suffered by itself or its personnel in the performance of this Agreement, except to the extent that such damage is caused by serious fault or wilful misconduct of the other Party or its personnel.

#### **Article 9: Termination of the agreement**

The Parties may terminate this Agreement in the event of non-performance of any of the contractual obligations, irrespective of the consequences arising from the legal provisions applicable to this Agreement; e.g. the Promoter may thus terminate or dissolve this Agreement by operation of law without complying with any further judicial formalities, after having given notice of default to the Parties by registered letter and this request has not been complied with within one month.

#### **Article 10: Contractual amendments and addenda**

Amendments to this Agreement shall be set out in a written addendum to be signed for each of the Parties by the signatories to this Agreement.

#### **Signatures**

##### **For the promoter/sending organisation**

Name, Function: .....

Signature, Stamp

##### **For the receiving institution,**

Name, function: Ralf Giesecke, Director

Signature, Stamp