

## Agreement

Between

**The RALF Partnership**

The Ralf Partnership, City Quarter, Third Floor, Lapp's Quay, Cork, Ireland

Represented by: Raja Ali

Chief Executive

Hereinafter called "Service Provider"

And

Name of school: Stredná priemyselná škola elektrotechnická

Address of school: Plzenská 2832, 080 01 Prešov

Legal representative: Ing. Iveta Marcinčinová

Project coordinator Ing. Marta Kollárová, PhD.

Project number: 2021-1-SK01-KA122-VET-000017057

Project title: Budíme pripravení na digitálne vedomosti

Duration of stay: 19 project days + 2 days of travel, which is 20 nights

Both parties agree on the following terms and conditions:

**The Service Provider engages to organize in Ireland:**

- orientation meeting
- placements in companies in respect to the participants' CV's and taking the participants to their host company on the first day
- accommodation
- welcome the participants on arrival

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**The Sending Organization engages to:**

- provide all the required information no less than eight weeks before the expected date of arrival of the participants regarding:
  - Candidate Profiles incl. emergency contact
  - participants' CV
  - cover letters
  - short description of profession
  - Minimum of 3 areas of intended work placement
  - copy of the participant's passport and Insurance policy
  - inform the Service Provider about the flight details
  - inform the Service Provider immediately about changes regarding the participants
- Pay the Service Provider on time and in full as stipulated in the Invoice
- Pay the Service Provider in full in case the project participants cause any damage to accommodation and work placement company if the damage to latter is not covered by insurance
- The sending organisation, its representatives or staff will ensure all contact with the host families and work placement is exclusively through the Service Provider. This is to ensure continuity and will help in finding a quick solution of any potential issues the student may be facing. Service Provider must be informed, at the first available opportunity, of any issues, problems and concerns there may be, and every opportunity will be given by the sending organisation to resolve them.

**The Service Provider engages to:**

- find individual internship places for all participants in accordance with the participants' professional fields as indicated in the original document out of a choice of minimum 3 areas and required dates.
- accompany the participants to their host company in the destination city on the first day to introduce them to the company and his/her supervisor.
- provide appropriate accommodation as requested in the project information form and agreed between the two parties.
- give any details about the company, content and dates of the internship a minimum of a week before the expected arrival of the students, including name, address, telephone number, website, name of a responsible person/tutor and working hours where possible.
- ensure the students' regular follow up depending on the length of the programme.
- undertake quality control regarding the stay and to provide the information to the Sending Organization
- inform the Sending Organization immediately about any changes regarding the work placements or accommodation.

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**General points of agreement:**

- If a project involves project participants with disabilities and the project requires an accompanying person for them, he or she should be a professional carer and should send a relevant education information and national Police certificate together with other project information.
- If project involves other participants (including those who are not officially included in the project), the sending organisation must inform about them the service provider in a reasonable time period, preferably together with the list of official participants, and if these other participants take part in the project they are subject to full fees. Like in the case with official project participants, these unofficial participants will not be refunded if they cancel or change their participation less than 2 weeks before arrival.
- If a project participant cancels his or her traineeship, the sending organization can send another participant instead in the same sector.
- In the case of false, incomplete or misleading information, there is no refund and project participant might be send back immediately. The participation of the individual is at the discretion of the Service Provider.
- The project participants can be sent back if they deliberately violate the regulations of receiving organisation (using drugs, breaking laws of the country, causing damage to persons or property, being disrespectful towards personnel, not attending work placement without valid reasons) and will forfeit their funding. The named participants in the contract will be asked to sign a behaviour policy which if breached, may result in their placement being withdrawn and being sent home.
- All project participants must sign the behaviour policy statement and obey to it. The sending organisation is responsible for project participants' submission to it.
- There must be significant, rational and reasonable cause to change accommodation or work placement company.
- The sending organisation must inform the service provider if the project participants arrive earlier or leave after the official project dates.
- Service provider cannot guarantee the quality of project unless all the requirements are fulfilled by sending organisation and project participants.
- If a programme participant leaves after the start of the project without a just cause, the service provider is under no obligation to offer a refund in any event.
- The contract is with the sending organisation and not the participants per se.
- In the event of participants being asked to return home, the Service Provider will assist in every way possible by organising taxis, informing host families and work placements, airport transfers and any other flight arrangements. Service Provider will have the right to deduct these costs from the total amount paid in the event of any refund claim by the sending organisation due to the student/s returning home early.
- All medical, (physical, mental and emotional) must be disclosed in advance and the Service Provider, who, in turn, will do its best to include them in the project by being flexible, sympathetic and in the spirit of inclusion, take additional measures, where possible, to ensure participation of the student/s. In the event of non-disclosure, should the participant require additional help, Service Provider may not be able to offer this on short notice. Also, should the participant/s lose their work placement and/or require to be moved from their host families, Service Provider may not be able to help without a full list of their ailment, illness and/or condition. Service Provider will also need to know of any medication the participant is taking, to share this with relevant people concerned, be it the work placement or host family. Naturally, confidentiality will always be maintained. Service Provider will have express permission to share any medical information with people and/or organisations for the student/s safety and wellbeing.

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For the Sending Organization

For the Service Provider

Signature and company seal

Signature and company seal

Date:

Date:

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## ANNEX A

### ERASMUS + VET MOBILITY QUALITY COMMITMENT

#### OBLIGATIONS OF THE SENDING ORGANIZATION

- **Choose** the appropriate target countries and host country partners, project durations and placement content to achieve the desired learning objectives.
- **Select** the participating trainees or teachers and other professionals by setting up clearly defined and transparent selection criteria.
- **Define** the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.
- If you send learners or teachers and other professionals who face **barriers to mobility**, special arrangements for those individuals must be made (e.g. those with special learning needs or those with physical disabilities).
- **Prepare** participants in collaboration with partner organisations for the practical, professional and cultural life of the host country, in particular through language training tailored to meet their occupational needs.
- **Manage** the practical elements around the mobility, taking care of the organisation of travel, accommodation, necessary insurances, safety and protection, visa applications, social security, mentoring and support, preparatory visits on-site etc.
- **Establish** the Learning Agreement with the participant trainee or teacher and the host organisation to make the intended learning outcomes transparent for all parties involved.
- **Establish** assessment procedures together with the host organization to ensure the validation and recognition of the knowledge, skills and competences acquired.
- **Establish** Memoranda of Understanding between the competent bodies if you use ECVET for the mobility.
- **Establish** appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant and the host organization.
- **Establish** a system of monitoring the mobility project during its duration.
- When necessary for special learning needs or physical disabilities, use **accompanying persons** during the stay in the host country, taking care of practical arrangements.
- **Arrange and document** together with the host organization, the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.
- **Evaluate** with each participant their personal and professional development following the period abroad.
- **Recognise** the accrued learning outcomes through ECVET, Europass or other certificates.
- **Disseminate** the results of the mobility projects as widely as possible.
- **Self-evaluate** the mobility as a whole to see whether it has obtained its objectives and desired results.

#### OBLIGATIONS OF THE SENDING AND HOST ORGANIZATION

- **Negotiate** a tailor-made training programme for each participant (if possible during the preparatory visits)
- **Define** the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.
- **Establish** the Learning Agreement with the participant trainee or teacher to make the intended learning outcomes transparent for all parties involved.
- **Establish** appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant.

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- **Agree** monitoring and mentoring arrangements
- **Evaluate** the progress of the mobility on an on-going basis and take appropriate action if required
- **Arrange and document** the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.

#### OBLIGATIONS OF THE HOST ORGANIZATION

- **Foster** understanding of the culture and mentality of the host country.
- **Assign** to participants tasks and responsibilities to match their knowledge, skills and competences and training objectives as set out in the Learning Agreement and ensure that appropriate equipment and support is available.
- **Identify** a tutor or mentor to monitor the participant's training progress.
- **Provide** practical support if required including a clear contact point for trainees that face difficulties.
- **Check** the appropriate insurance cover for each participant

#### OBLIGATIONS OF THE PARTICIPANT

- **Establish** the Learning Agreement with the sending organization and the host organisation to make the intended learning outcomes transparent for all parties involved.
- **Comply** with all the arrangements negotiated for the training placement and to do his/her best to make the placement a success.
- **Abide** by the rules and regulations of the host organization, its normal working hours, code of conduct and rules of confidentiality.
- **Communicate** with the sending organization and host organization about any problems or changes regarding the training placement.
- **Submit** a report in the specified format, together with requested supporting documentation in respect of costs, at the end of the training placement.

#### OBLIGATIONS OF THE INTERMEDIARY ORGANIZATION

- **Select** suitable host organizations and ensure that they are able to achieve the placement objectives
- **Provide** contact details of all parties involved and ensure that final arrangements are in place prior to participants' departure from their home country.

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ANNEX B

**GENERAL CONDITIONS**

**Article 1: Liability**

Each contracting party shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this contract, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The European Commission or their staff shall not be held liable in the event of a claim under the contract relating to any damage caused during the execution of the placement. Consequently, the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

**Article 2: Termination of the contract**

In the event of failure by the participant to perform any of the obligations arising from the contract, and regardless of the consequences provided for under the applicable law, the receiving organization is legally entitled to terminate or cancel the contract without any further legal formality where no action is taken by the beneficiary within one month of receiving notification by registered letter.

If the participant terminates the contract before its contractual end or if he/she fails to follow the contract in accordance with the rules, he/she will have to refund the amount of the grant already paid.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part, the participant will be entitled to receive the amount of the grant corresponding to the actual time of the placement. Any remaining funds will have to be refunded. However, the refund is at the discretion of the receiving organisation.

Should there be a need to cancel or postpone the group for any pandemic reasons (as described by the World Health Organisation), as much notice should be given as possible to the Service Provider. Safety of the students is paramount and a postponement date needs be agreed as soon as possible. In the event of a cancellation due to government imposed lockdown, if it is less than 4 weeks before the start date, 50% of the total invoice will be charged to cover the cost of organising the project, as costs would have been incurred. The refund will be processed within 12 weeks from the date of cancellation. If the cancellation notification is more than 4 weeks but less than 6 weeks, 25% of the total invoice will be charged to cover administration costs. In the event of a postponement, no deductions will be made, and the funds will be carried over to cover the new period of the same project. No increase in cost will be incurred by or passed on to the Sending Organisation.

In the event of student/s needing to be moved due to testing positive for Covid-19, all expenses incurred to be covered by the school or their insurance. Should the Service Provider be required to cover any costs before insurance or a payment is made by the school, the Service Provider will be reimbursed at the earliest opportunity upon formal notification by email of additional costs.

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### Article 3: Data Protection

All personal data contained in the contract shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the contract by the sending institution, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the sending institution, the National Agency, or to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

### Article 4: Checks and Audits

The parties of the contract undertake to provide any detailed information requested by the European Commission, the National Agency of sending organization or by any other outside body authorised by the European Commission or the National Agency to check that the Placement and the provisions of the contract are being properly implemented.

### Article 5: Payment conditions

The Sending organisation will pay 10% of amount to the Service provider 3 weeks in advance, 70% of amount within a week after receiving project programme with accommodation and work placement details, and remaining 20% - two weeks after the arrival of participants. **The payment is required to ensure security of work placement and accommodation.**

In the case of missing or significantly delayed payment, as the service provider will need to use own resources to cover the cost incurred by the sending organisation's project, the sending organisation will be obliged to pay a fee of 10% of the total budget, in recognition of the goodwill by the receiving organisation in pre-paying for expenses whilst performing their obligations under the contract.

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