

CONTRACT FOR THE PROVISION OF SERVICES
in connection with the implementation of a project under the ERASMUS+¹ programme

concluded according to § 269 par. 2 of Act no. 513/1991 Coll. of the Commercial Code as amended
between the following contracting parties:

This contract (hereinafter referred to as the “**Contract**”) is entered into by and between the following parties:

Contractor / Sending Organization (hereinafter referred to as the “Beneficiary”)

Full official name / name: **Spojená škola, Masarykova 24, Prešov**

Registered office: **Masarykova 24, 080 01 Prešov, Slovakia**

Company registry number: **54018391**

EU-VAT No.: **SK2121552785**

Bank name: **Štátna pokladnica**

Account holder: **BÚ-Projektový/ERASMUS, Spojená škola, Prešov**

IBAN: **SK28 8180 0000 0070 0066 3498** SWIFT/BIC: **SPSRSKBA**

OID: **E10303918**

Represented by: **PaedDr. Michal Čiernik**

on the one part,

and

Provider / Supporting organization

Full official name / name: **BAMOS Servicios de Movilidad SLU**

Registered office: **Calle Gutenberg, 3-13, 3º H 08224 Terrassa, Barcelona, Spain**

Company registry number: (REGON): **B-67225102**

EU Vat nr: **ESB-67225102**

Bank name: **CAIXABANK, S.A.**

Bank address: **AVENIDA DIAGONAL 621-629, 08028 Barcelona, Spain**

IBAN: **ES10 2100 7859 5213 0065 6490**

OID: **E10242445**

Represented by: **Csaba Papp**

on the other part.

¹ Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: the Union programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013.

I.0 DEFINITIONS

- ‘**Mobility**’: the vocational training programme forming part of the Project.
- ‘**Professional Practice**’: the work placement of participants in real companies in the Hosting Country.
- ‘**Group**’: the 12 students and 2 accompanying teachers participating in the Mobility.
- ‘**Participant**’: any student or accompanying teacher in the Group.
- ‘**Student Application Form**’: mandatory document to be submitted at least 50 days before arrival.
- ‘**Learning Agreement**’ and ‘**Learning Agreement Complement**’: mandatory tripartite agreements.
- ‘**Europass Mobility Document**’: document certifying the skills acquired during the Mobility.
- ‘**Organizational Cost**’, ‘**Travel Cost**’, ‘**Individual Cost**’: cost categories defined in the Project Budget.
- ‘**Info Voucher**’: document prepared by the Supporting Organisation summarising the Mobility details.”

I.1 SUBJECT MATTER OF THE CONTRACT

1. Pursuant to Grant Agreement No. **2025-1-SK01-KA122-VET-000331666** entered into with the Slovak Academic Association for International Cooperation, reg. No.: 30778867, with its registered office at Križkova 9, 811 04 Bratislava, Slovakia, as the National Agency of the Erasmus+ Programme for education and training (hereinafter referred to as the “**National Agency**” or “**NA**”), the Beneficiary is the beneficiary of a grant for the implementation of a project under the Erasmus+ Programme (hereinafter referred to as the “**Project**” or the “**Grant Agreement**”). This contract is subject to the Erasmus+ grant agreement and the conditions stated therein.
2. The current contract is valid for the mobility project duration: 1.2.2026 - 31.8.2027
3. The Mobility takes place in Barcelona, Spain, during the period 03–25 October 2026. The Mobility lasts 23 days, including 2 travel days. The starting and finishing dates may be modified by a maximum of 2 days only for serious reasons and only if the number of training days remains unaffected. Any modification must be approved in writing by both Parties.
4. Students are allocated to diverse workplaces related to their field of specialization.
5. As part of its business activities, the Provider is engaged in the providing the services, including for entities in the field of education and training. The Provider hereby represents that it holds all public authorisations necessary to provide performance hereunder and agrees to ensure that it has all necessary authorisations throughout the term of this Contract. In order to ensure efficient and quality implementation of the Project, the Beneficiary has chosen to arrange for the provision of partial performance through the Provider on the basis of this Contract.
6. The Provider shall perform its services in accordance with the objectives of the Project, which include the development of professional competences of participants in relation to their chosen sector, following recognised, certified, and validated learning paths, supporting the professional development of individuals working within the vocational education system by providing opportunities for skills enhancement at a European level, and strengthening institutional relationships with organisations in other countries, fostering European approaches aimed at systematically connecting the world of education with the labour market. The Provider

acknowledges that the performance of these services is intended solely to support the objectives of the Project as defined by the Beneficiary and does not involve any tasks prohibited under the Erasmus+ Quality Standards, including decisions on project content, selection of participants or host organisations, financial management, reporting, or certification of learning outcomes.

7. Obligations of the Beneficiary:

- Collect all necessary information to ensure that the placements, participants and conditions meet the eligibility criteria under the Erasmus+ Programme.
- Provide all relevant and available information concerning the mobility participants to the Supporting Organisation in Barcelona, Spain, prior to the arrival of the participants or as soon as such information becomes available. It shall complete and submit the Application Forms (for Students, Teachers, and Reserve students) no later than 50 days prior to the beginning of the Mobility. Application Forms that are incomplete or improperly filled out shall be deemed invalid.
- The Sending Organization shall prepare a list of reserve students for each profession included in the Mobility, in order to ensure the realization of the planned training program for every participant.
- The Supporting Organization can guarantee suitable work placement at the best possible Hosting Company candidates only if it receives final participant information no later than thirty (30) days prior to the beginning of the Mobility. Any subsequent changes will incur the following additional fees:
 - Changes made between 29–20 days before arrival: EUR 150 per participant.
 - Changes made between 19–10 days before arrival: EUR 300 per participant.
 - Changes requested fewer than 10 days before arrival: not possible.
- The Sending Organization shall ensure that at least 1 accompanying person is present for the entire duration of the Mobility, with a minimum English language proficiency of level B2.
- The Sending Organization shall procure items necessary for the realization of the Mobility in accordance with this Agreement and the Project Budget (e.g., flight tickets for Participants, if applicable).
- The Sending Organization shall provide Participants with the necessary items relevant to their field of specialization, such as work shoes, work clothes, and laptops, etc.
- The Sending Organization shall maintain continuous consultation and cooperation with the Supporting Organization.

8. The Parties have agreed that the Supporting organisation will provide the Beneficiary with the performance specified below²:

- Take the practical and logistical measures necessary for the preparation, implementation and smooth operation of the mobility activities in the host country, without taking decisions that affect the content or quality of the project.
- Propose suitable host organisations and work placement options that correspond to the candidates' professional profiles; the final selection of host organisations remains the sole responsibility of the Beneficiary.
- Ensure the organisation of work placements for 12 students and 2 accompanying teachers between 3.10.–25.10.2026, in accordance with the arrangements approved by the Beneficiary.
- Provide services, including:
 - local transport tickets as needed
 - organize 1 guided cultural tour for the Participants during the Mobility period agreed with the Beneficiary.
 - Provide on-site assistance, guidance and practical follow-up of the participants during their stay, ensuring their safety, well-being and smooth integration at the host organisations.
- Shall hold a preparatory lesson (online or in person) for the Participants, in accordance with the Project, no later than 14 days prior to the beginning of the Mobility.
- Shall assist the Sending Organization in organizing 15 days of Professional Practice for the group during the Mobility, such practice shall include tutoring and logistical follow-up; shall be relevant to the Participants' fields of specialization; shall comply with work safety requirements;

² The tasks implemented by support organisations (providers) **may not include** any of the following main tasks as defined in the Erasmus+ Quality Standards:

- the preparation of Project application
- financial management of programme funds,
- contact with the National Agency,
- reporting on activities (or any form of access to Project data in Erasmus+ IT tools),
- decisions that directly affect the content, quality and results of implemented activities (such as the choice of activity type, duration and host organisation, definition and evaluation of learning outcomes, etc.),
- Project management
- the preparation of the interim/final Project report.

Examples of tasks that **can** be performed by support organisations are limited to practical, logistical and auxiliary tasks:

- searching for and booking of travel and accommodation arrangements,
- handling administrative tasks such as visa procedures,
- searching for and proposing host organisations abroad (but not deciding on them),
- collecting information on the education system in target countries,
- assistance with the preparation and training of participants and/or mentors (it is the Beneficiary's responsibility to decide on the content and supervise the preparation).

- The Supporting Organization shall provide Participants with comprehensive insurance coverage, including accident, health, baggage, travel, and liability, in line with EU Guidelines and the requirements of the Hosting Companies.
 - The Sending Organisation shall indemnify and hold harmless the Supporting Organisation and the Hosting Companies from injuries, loss or damage caused by the wilful or negligent acts or omissions of the Participants.
 - Shall immediately inform the Sending Organization in the event that one or more Participants interrupt or withdraw from the Mobility.
 - Cooperate with the coordinating person designated by the Beneficiary and maintain regular communication regarding practical and organisational matters.
 - Provide logistical and administrative support related to any local certification or documentation processes, while the Beneficiary retains full responsibility for all decisions related to assessment, validation and certification of learning outcomes.
 - Supply the Beneficiary with the necessary information and documentation regarding the services delivered, enabling the Beneficiary to fulfil its own reporting obligations. The Supporting organisation shall not prepare or submit project reports on behalf of the Beneficiary.
 - The Supporting Organisation shall act as an intermediary between the Hosting Companies and the Sending Organisation, interpreting and communicating requests in English and the local language. All suggestions conveyed by the Supporting Organisation represent the views of the Hosting Companies.
 - The Supporting Organisation shall communicate the most suitable Hosting Company placements no later than 14 days prior to the Mobility.
 - The Supporting Organisation shall forward intermediate and final evaluations of the Participants during the Mobility period.
 - Any documentation required for the Final Report (Learning Agreement, Complement, Europass, evaluations) must be completed during the Mobility. Documents submitted after the Mobility shall result in a penalty of EUR 75 per document per Participant.
 - The Supporting Organisation shall organise airport transfers for the Group upon arrival and departure.
 - All communication between the Parties shall be conducted in English.
- 9.** The Parties acknowledge that, within the limits provided in footnote 2, the Beneficiary is entitled to further specify the subject matter of performance hereunder by written communication to the Provider. If there is a change on the part of the Beneficiary during the implementation of the Project leading to the modification of the essential elements of the Project, such as the implementation period, the Beneficiary is entitled to request a change in the agreed terms for the provision of performance or other elements except for the agreed-on remuneration, and the Provider must accept the change if notified in sufficient time, at least 28 days in advance.
- 10.** The Provider hereby agrees to provide the Beneficiary with performance within the scope and under the terms and conditions of this Contract and the Beneficiary agrees to pay the Provider the agreed-on amount for the performance in the agreed-on manner.

I.2 QUALITY STANDARDS

1. The Beneficiary declares that when providing services under this Contract, it is bound by the terms and conditions of the Grant Agreement, including all its annexes, as well as the Erasmus+ Quality Standards. The Parties further declare that they are aware of the specific nature of their cooperation hereunder resulting from the fact that the funds managed by the Beneficiary under the Grant Agreement within the framework of the implementation of the Project are funds provided by the European Union, which implies, inter alia, the control and supervisory powers of the National Agency and any other institutions and that they are funds earmarked for the efficient and cost-effective implementation of the Project in accordance with the contractual rules.
2. The Provider agrees to provide the Beneficiary with high quality performance in accordance with current industry standards and the provisions of this Contract. The Parties agree that the performance under this Contract will be provided pursuant to the Erasmus+ Quality Standards specified in Annex I of this Contract which forms an integral part thereof. To avoid any doubt, the Parties acknowledge that in the event of a contradiction between the text of the Contract and its annexes or other documents or in the event of a discrepancy in the interpretation of this Contract between the Provider and the Beneficiary, the provision that corresponds to the terms of the Erasmus+ grant agreement shall prevail.
3. The Parties agree that the Provider may provide performance hereunder through a third party (sub-contractor) only with the prior written consent by the Beneficiary. The Provider acknowledges that, even if consent is granted by the Beneficiary pursuant to the preceding sentence, the Provider will be solely responsible for providing proper and timely performance in accordance with this Contract and fulfilling all obligations hereunder. If, with the Beneficiary's consent, a third party (sub-contractor) is involved in providing the performance, the Provider will ensure that the third party agrees to fulfil all obligations and comply with all standards hereunder.

I.3 REMUNERATION

1. For all services and assistance provided under this Agreement, the Sending Organization shall make one payment of **EUR 14.446,-** to the Supporting Organization **no later than 24. June 2026** under the terms and conditions agreed upon below:

Payment will be made by bank transfer to the Provider's bank account as indicated in the invoice. Payments shall only be made for services actually delivered in accordance with this Contract and the Erasmus+ rules.

2. If the remuneration is agreed a time- or task-based reward (i.e. in the form of unit prices, such as per hour of performance), the Provider will submit to the Beneficiary an overview of the performance provided over a relevant calendar month (by the fifth day of the following calendar month) for approval by the Beneficiary. In the event that the Beneficiary has reservations with regard to the submitted overview, it will communicate them to the provider including reasons. The Parties may agree on a different method or frequency of invoicing or on the provision of an advance payment. Based the overview approved by the Beneficiary, the Provider will be entitled to payment of the price according to the overview that has been approved, following which the Provider will issue an invoice to the Beneficiary in accordance with the applicable legislation.

3. In the event of overdue payment, interest shall accrue daily from the payment deadline at the average rate established by applicable law.
4. If the services provided by the Supporting Organization fail to comply with the Erasmus+ Quality Standards, the Supporting Organization shall take immediate steps to resolve and eliminate the shortcomings. Should the shortcomings remain unresolved, the Supporting Organization shall refund the portion of the Organizational Costs corresponding to the services not in line with the Erasmus+ Quality Standards.
5. In the event that one or more Participants interrupt the Mobility, with or without justified reason, the Supporting Organization shall not be obliged to refund any amounts to the Sending Organization.
6. **Postponement and Cancellation by the Sending Organization**

In the event of postponement or cancellation of the Mobility by the Sending Organization, the following penalties shall apply, in recognition of the losses incurred by the Supporting Organization:

 - a. **Early Postponement or Cancellation** – If notified not later than 30 days before the beginning of the Mobility: no penalty shall apply.
 - b. **Postponement or Cancellation (29–20 days before)** – A penalty of **twenty-five percent (25%)** of the total fee set out in *Annex 1* shall apply. This amount shall be deducted from any payment already made, with the balance refunded or credited towards the Sending Organization's next Mobility.
 - c. **Last-Minute Postponement or Cancellation (19–10 days before)** – A penalty of **fifty percent (50%)** of the total fee set out in *Annex 1* shall apply. This amount shall be deducted from any payment already made, with the balance refunded or credited towards the Sending Organization's next Mobility.
 - d. **Cancellation less than 10 days before Mobility** – **No refund** shall apply.

All requests for postponement or cancellation must be submitted by the legal representative of the Sending Organization to the Supporting Organization via official email at: office@eten-network.net.

7. **Postponement by the Supporting Organization**

In the event of postponement initiated by the Supporting Organization, it shall guarantee the rescheduled realization of the Mobility at the same quality and price no later than 30. June 2027.

I.4 PROVISION OF INFORMATION

1. The Provider will report regularly to the Beneficiary on the performance provided, at least with a monthly frequency, unless the Parties agree otherwise.
2. At the Beneficiary's request, the Provider will provide any additional information regarding the performance provided and the cooperation between the Parties hereunder that is necessary for the purposes of reporting, Project monitoring and the implementation of the Grant Agreement.
3. The Provider must inform the Beneficiary without undue delay of any problem(s) that affect(s) or could materially affect the Provider's ability to perform under this Contract. The information specified in this paragraph will include the identification of the problem, the time of its occurrence and the corrective actions that the Provider is taking to resolve it.
4. The Parties agree that the information under the provisions of this Article will be transmitted by e-mail, unless the Beneficiary requests another means of transmission (e.g. in paper form) in justified cases.

I.5 OTHER PROVISIONS

1. The Provider confirms that it has familiarised itself with the terms and conditions of the Grant Agreement (both specific and general conditions) and that it is aware of its obligation to provide the Beneficiary and/or the National Agency with required cooperation in relation to demonstrating the proper performance of its obligations under the Grant Agreement, in particular in the field of European Union funds management, in particular to submit any requested information or documents relating to the performance provided under this Contract or arising in connection with this Contract. In particular, the Provider is aware of its obligations relating to the visibility of EU funding as set out in Section 2 of the Grant Agreement. The Parties acknowledge that this Contract may be submitted to the National Agency as part of the monitoring of the fulfilment of obligations under the Grant Agreement.
2. The Beneficiary is entitled to withdraw from this Contract in the event of a material or repeated breach of the Contract by the Provider, in particular if the Provider falls into default in meeting a set deadline or partial deadline, or fails to provide proper performance, and does not remedy this fact without undue delay after being requested to do so by the Beneficiary, or if it is clear from the circumstances that it will not be able to remedy or provide proper performance. The Provider will be entitled to withdraw from this Contract if the Beneficiary is in default of payment of the amount to which the Provider is entitled hereunder for more than 30 days and fails to make payment despite a written request from the Provider.
3. The Provider must take all necessary measures to avoid the possibility of a conflict of interest between the Provider and the Beneficiary in the provision of performance under this Contract. If a situation giving rise to a conflict of interest arises or threatens to arise, the Provider must immediately inform the Beneficiary and take measures to remedy the situation.
4. Throughout the performance under this Contract and for a period of five years after payment of the last instalment of remuneration, the Parties will keep confidential any confidential information and/or documents.
5. The obligation of confidentiality does not apply if:
 - a. the Party providing the information will exempt the other Party from this obligation;

- b. confidential information and/or documents are disclosed by other means without breaching the obligation of confidentiality;
- c. disclosure of confidential information or documents is required by law, by decisions of public authorities or by the Beneficiary's obligation to cooperate with the National Agency when monitoring compliance with obligations under the Grant Agreement.

I.6 PERSONAL DATA PROTECTION AND PARTY DETAILS FOR COMMUNICATION

1. The Provider acknowledges that it will be registered by the Beneficiary as a Support Organisation in accordance with the terms of the Grant Agreement in the official Erasmus+ electronic reporting and management tool.
2. Any communications to the Beneficiary must be sent by the Provider to this address:
 - a. Spojená škola, Masarykova 24, Prešov
 - b. Masarykova 24, 080 01 Prešov, Slovakia
 - c. Mgr. Veronika Stoláriková
 - d. Coordinator
 - e. Telephone: +421 908 323 296
 - f. E-mail address: stolarikova@sospodnikania.sk
3. Any communications to the Provider must be sent by the Beneficiary to this address:
 - a. BAMOS Servicios de Movilidad SLU
 - b. Calle Gutenberg, 3-13, 3º H 08224 Terrassa, Barcelona, Spain
 - c. Katalin Soós
 - d. Office manager
 - e. Telephone: +34 66269 0545
 - f. E-mail address: katalin.soos@bamos-edu.com
4. If when providing services under this Contract, the Provider works with personal data, it must process them in accordance with Regulation (EU) 2018/1725 and other applicable generally binding legal regulations.
5. The Provider must ensure that persons providing performance under hereunder have access to personal data only to the extent strictly necessary and that such persons are bound to confidentiality.

I.7 INTELLECTUAL PROPERTY RIGHTS

1. If intellectual property rights arise during the course of the performance provided hereunder, the Provider grants the Beneficiary an exclusive licence to use such rights in any and all ways without territorial or quantitative limitation for the entire duration of the relevant rights. The Beneficiary is entitled to grant a sub-licence to a third party to the same extent, in particular in

terms of disposal of the Project outputs in accordance with the Erasmus+ rules. To avoid any doubt, the Parties declare that the remuneration for any licence granted in this manner is already included in the remuneration hereunder.

2. If the provided performance includes outputs that are subject to the rights of a third party, the Provider will also ensure the authorisation to dispose of the materials and/or documents at least to the extent provided for in the preceding subsection, in particular by obtaining the necessary licences and authorisations from the right holders concerned.

I.8 FORCE MAJEURE

1. Force Majeure means any unforeseeable, exceptional situation or event beyond the control of the Parties which prevents either Party from performing its obligation hereunder and which is not due to the fault or negligence of the relevant Party or its sub-contractor(s) and which is unavoidable despite the due diligence of the relevant Party. The following events do not qualify as force majeure: labour disputes, strikes, financial difficulties or service failures, defects in equipment or materials, delays in delivery of services or materials, unless they are directly attributable to a specific act of force majeure.
2. If a Party is affected by force majeure, it must inform the other Party without undue delay, stating the nature of the circumstances, their likely duration, and foreseeable effects.
3. A Party is not liable for any delay in the performance of its obligations hereunder if the delay is due to force majeure and if it has fulfilled its information obligation under the provisions of the preceding paragraph. If the Provider is unable to fulfil its contractual obligations due to force majeure, it is entitled to remuneration only for the actual performance that has been provided. If force majeure prevents the proper performance of the obligations hereunder for more than 30 days, or if it is apparent that force majeure is highly likely to prevent the Provider from properly providing performance for more than 30 days, the other Party will be entitled to withdraw from this Contract.
4. The Parties will take all necessary measures to limit the damage caused by force majeure.

I.9 FINAL PROVISIONS

1. The National Agency will be entitled to monitor the progress of Erasmus+ activities and projects in accordance with the terms and provisions of the Grant Agreement and the aspects contained in the Erasmus+ Programme Guide and the National Agency Guide and will have access to all related documents and materials. The Provider agrees to provide such access to the National Agency and the Beneficiary and to retain all documents and materials related to the performance provided hereunder for a period of five years after the termination of the performance.
2. The Contract becomes effective on the date it is signed by the last party to the Contract. If this Contract is subject to publication in the Register of Contracts, it will take effect a day following its, in which case the Beneficiary agree to ensure its publication. For this purpose, the Parties expressly declare that this Contract does not contain any trade secrets and no other circumstance prevents the possibility of publishing this Contract in the Register of Contracts.
3. The Parties declare that they have fully acquainted themselves with the obligations related to the performance of this Contract and all relevant documents. In witness of their true and free

will to enter into this Contract, the Parties have attached their handwritten or electronic signatures as follows.

4. In the event that a dispute cannot be resolved amicably by the parties through negotiations within 30 days of the commencement of such negotiations, the dispute shall be submitted to arbitration in accordance with the laws of the country of Supporting Organization, with such arbitration to be held in the city of Supporting Organization.

SIGNATURES

On behalf of the Beneficiary

PaedDr. Michal Čiernik

headmaster

Signature

In Prešov, 16.6.2026

On behalf of the Provider

Csaba Papp

legal representative

Signature

In Barcelona, 16.6.2026