

## COOPERATION AGREEMENT

This Agreement, dated **16.08.2023** (the "Effective Date"), is made between **Obchodná akadémia, Senica** (hereinafter referred to as „Sending Organization"), having its headquarter at **Dlhá 256., 905 80 Senica, Slovakia**, EU VAT number: **SK2021087013** and **AusTraining Learn.ziel GmbH**, (hereinafter referred to as "Hosting Organization"), having its headquarter at **1070 Wien, Siebensterngasse 42-44/2., Austria**, EU VAT number: **ATU 67968489**.

**WHEREAS** Sending Organization is a state educational institution that wishes to send student group to **Wien, Austria** for a 16 days long vocational training; and

**WHEREAS** Hosting Organization is an educational tutor and partner organization of the Sending Organization that will assist Sending Organization to send student group from **Senica, Slovakia** to **Wien, Austria** for vocational training and that will organize training program, accommodation, meals, insurance, public transport, cultural program, assistance in **Wien, Austria**; and

**WHEREAS** both parties agree in cooperating, managing and realizing the Erasmus+ 2023 program KA1 project Nr. **2023-1-SK01-KA121-VET-000131444**.

**NOW, THEREFORE**, Sending Organization and Hosting Organization agree as follows:

### **1. Definitions**

- 1.1 "Agreement" refers to and includes this Cooperation Agreement and the Annexes thereto all of which taken together govern the rights and obligations of Sending Organization and Hosting Organization;
- 1.2 "Effective Date" means the date first written above, when the contract is made and signed by the Hosting Organization;
- 1.3 "Project" means the Erasmus+ KA1 project Nr. **2023-1-SK01-KA121-VET-000131444**;
- 1.4 "Mobility" means the vocational training program, part of the Project that includes activities along with the Professional Practice during the stay of the student/teacher group in the Hosting Country.
- 1.5 "Professional Practice" means the work placement of the participants in the Hosting Country in real workplaces, in real companies.
- 1.6 "Hosting Country" means the country of the Hosting Organization where the Mobility is realized.
- 1.7 "Mobility period" means that period of the Project, when the student/teach group stays in the Hosting Country;
- 1.8 "Group" means the group of participants, students and accompanying teachers, of the Mobility;
- 1.9 "Participant" means the members of the Group, students and accompanying teachers;
- 1.10 "Representative of the Group" refers to the person, appointed by Sending Organization, responsible for looking after the Participants, mostly accompanying teachers;

- 1.11 "Student application form" refers to the official document of each student of the Group that must be filled out by the Sending Organization with the necessary data after the selection of participation in the Project; the document must be sent to the Hosting Organization at least 35 days upon arrival of the Group in Hosting Country.
- 1.12 "Project Termination" means the termination of the Project after closing it by submitting the compulsory Final Report of the Project to the National Agency of the Sending Organization.
- 1.13 "Final Report" refers to the report that shall include an overall assessment of results of the Mobility compared to the initial objectives, contents of the activities for each participant, detailed information on developments, progresses and achievements.
- 1.14 "National Agency" refers to the agency of the country of Sending Organization that manages Erasmus+ programs of the European Union, selects projects to be funded, monitors and evaluates projects, supports applicants and participants.
- 1.15 "Companies" means all those companies of the Hosting Country that receive students for Professional Practice.
- 1.16 "Tutor" refers to the person who is responsible for the professional training of students at the company where student's Professional Practice takes place.
- 1.17 "Budget" means the detailed estimate of expenditure of Sending Organization for the Project that shall be paid to Hosting Organization for the tasks and organization provided by Hosting Organization to Sending Organization.
- 1.18 "Deposit" means the amount of EUR that each participant shall provide for the accommodation for safekeeping; deposit shall be reimbursed to participants at termination in case damage is not caused at the accommodation.
- 1.19 "Full board meal" means breakfast, lunch and dinner provided by Hosting Organization to the participants during the Mobility.
- 1.20 "Half board meal" means breakfast and lunch or breakfast and dinner provided by Hosting organization to the participants during the Mobility.
- 1.21 "Europass Mobility Document" means the document that verifies the knowledge skills and competencies acquired during the Mobility.
- 1.22 "Organizational Cost" means part of the grant that is used for management tasks such as preparation lesson, tutoring, controlling, monitoring, assistance, preparation of the project and presentation of final report.
- 1.23 "Travel cost" means the organization of travels of the Group from the country of origin to the country and accommodation of the Mobility and vice versa.
- 1.24 "Individual cost" includes insurance, accommodation, public transport, meals, cultural program costs and pocket money that the Group can keep.
- 1.25 "Mobility Tool" is a database, it contains every data of the mobility and where the national agency communicates with the school.
- 1.26 "Project Info" contains the application data summary.

- 1.27 "Table of the Participants" the document that includes the names, phone numbers, dates of birth, language knowledge and profession information of the Participants.
- 1.28 "Learning Agreement" is part of the mandatory documentation, a tripartite study agreement between the institution, the participant and the workplace.
- 1.29 Info Voucher is a document made by the Hosting Organization about the mobility concretes.
- 1.30 "Early Postponement" happens 24 or more days before the planned starting date of the mobility. In case of "Early postponement" the Sending Organization is willing to realize the mobility at the contracted price at a later time. Sending Organization will not be charged by any extra
- 1.31 "Postponement" happens 23-17 days before the planned starting date of the mobility. In case of "Postponement" the Sending Organization is willing to realize the mobility at the contracted price at a later time. Sending Organization shall pay an extra (maximum) 10% of the contracted fee to the Hosting Organization as postponement fee.
- 1.32 "Last Minute Postponement" happens 16 or less days before the planned starting date of the mobility. In case of "Last Minute Postponement" the Sending Organization is willing to realize the mobility at the contracted price at a later time. Sending Organization shall pay an extra (maximum) 60% of the contracted fee to the Hosting Organization as postponement fee.
- 1.33 "Cancellation"- The Sending Organization cancels the planned mobility. The cancellation fee will be calculated depending on the stage of the preparation of the mobility.

## **2. Scope of Agreement**

The Sending Organization hereby engages the Hosting Organization to assist in the realization, organization and management of the Erasmus+ KA1 project Nr. 2023-1-SK01-KA121-VET-000131444 in the hosting city of the Mobility where Hosting Organization shall provide the Group with accommodations, meals, cultural program, public transport passes and real workplaces.

## **3. Conditions of the Mobility**

3.1 The Mobility takes place in **Wien, Austria**.

3.2 The planned period of the Mobility: **07 – 22. October 2023**.

3.3 The length of the period cannot be modified, but the starting date and the finishing date of the mobility could change by maximum 2 days only in case of serious reason and only if the number of training days is not affected. The modification shall be allowed only by written approval of both parties.

3.4 The Mobility period lasts for 16 days that includes 2 days of traveling.

3.5 Students are allocated in diverse workplaces that are related to their field of specialization. Depending on the given pandemic situation of the destination the students beside conducting as many working days at the Hosting Company as possible, they may also be participating in professional company visits related to their field and also in various workshops that can be useful in their future career development.

3.6 The Mobility includes 1 day of cultural program.

- 3.7 During the Mobility meals – *full board* - are provided to the Group.
- 3.8 During the Mobility period, accommodation is provided for the Group. For students (rooms for 3-4 pers), double room for teachers;
- 3.9 During the Mobility period public transport passes are provided to the Group that are valid in the city of the Mobility and accommodation.
- 3.10 Number of *students* in the group: 15.
- 3.11 Number of accompanying teacher: 2.
- 3.12 If Sending Organization would like to change a participant before the mobility, it can replace the participant only with a new participant with the same gender. If the gender ratio changes within 4 weeks before departure, Hosting Organization cannot guarantee the room assignment according to gender and/or it will have financial impact up to 200 EUR/person
- 3.13 The students are grouped according to the fields of specialization:
- Fields: Business & Administration;
- If Sending Organization would like to change a participant, it can replace the participant only with a new participant with the same profession. If the student's profession changes within 3 weeks before departure, Hosting Organization cannot guarantee a workplace that fits the profile of the student's and/or it will have a financial impact up to 200 EUR/person
- 3.14 At least 1 accompanying person during the full duration of the mobility has to speak English at least on a B2 level.

#### **4. Sending organization obligations**

Sending organization shall:

- 4.1 Evaluate and select Participants of the Mobility not later than 35 days before the beginning of the Mobility. Changing Participants of the Mobility during the 35 days before the beginning of the Mobility shall not be allowed, only for serious reasons such as illness.
- 4.2 Take note of and acknowledge the advices given by Hosting Organization regarding the evaluation and selection of participants.
- 4.3 Communicate the list of Participants of the Mobility to the Hosting Organisation after their evaluation and selection.
- 4.4 Obtain the European Health Insurance Card ("EHIC") for each Participant not later than 30 days before the beginning of the Mobility.
- 4.5 Fill out the Student Application Forms completed with ID photos, Project Info, Table of the Participants along with the necessary signatures.
- 4.6 Submit the completed Student Application Forms to the Hosting Organisation not later than 35 days before beginning of the Mobility.
- 4.7 Acknowledge the Budget of the Project and the relating Payment terms.

- 4.8 Acquire items necessary for the realization of the Mobility in accordance with this Agreement and the Budget (e.g. flight tickets for Participants, if relevant)
- 4.9 Provide the Participants with the following items relevant to the field of specialization: work shoes, work clothes, laptop.
- 4.10 Provide the group with **30 EUR/participant** deposit necessary for occupying the rooms at the accommodations during the Mobility period. Deposit shall be paid by money transfer or cash and shall be reimbursed by money transfer to the Sending Organization, not later than 10 days after the mobility.
- 4.11 Continuously consult and cooperate with the Hosting Organization.
- 4.12 Organise the travel of the Group from the country of origin to **Wien, Austria** and back;
- 4.13 Respect the travel regulations.

## **5. Hosting organization obligations**

Hosting organization shall:

- 5.1 Provide continuous support and assistance to the Sending Organisation.
- 5.2 Give a preparatory lesson for the Participants according to the Project not later than 14 days before the beginning of the Mobility;
- 5.3 Provide Participants with fully comprehensive insurance that shall cover accident, health, baggage and travel and liability issues;
- 5.4 Communicate to the Sending Organization a **list of Companies**, that shall act as workplaces of the students and **the schedule of the visited companies and workshops (if any) not later than 14 days** before the beginning of the Mobility. (In case of a change in the participants later than 16 days before the beginning of the Mobility, it will automatically result in a change in the host companies, which may also modify the workplace of other participants.)
- 5.5 Communicate to the Sending Organization the names of representatives and contact details of the tutors of the Companies, who shall lead and assist the participants during the Mobility;
- 5.6 Organize for the Group 10 days of **professional practice/ workshops/ company visits** during the Mobility that shall include tutoring, monitoring and evaluation. The professional practice shall be relevant to the field of specialization of the students and shall meet the work safety requirements;
- 5.7 Immediately inform the Sending Organisation in case of interruption of the Mobility by one or more Participants;
- 5.8 Organise for the Group accommodation for the Mobility period. For students (rooms for 3-4 pers), double room for teachers;
- 5.9 Provide the Participants with full board meals. - breakfast, lunch: foodbox, dinner: delivered to the accommodation.



- 5.10 Provide the participants with public transport pass for the Mobility period that shall be valid in the locations of the Mobility;
- 5.11 Organize for the Participants guided tour for cultural program one time during the Mobility period;
- 5.12 Do intermediate and final evaluation of the Participants during the Mobility period;
- 5.13 Prepare mobility certificates and provide them for the Participants at the end of the Mobility;
- 5.14 Write the Final Report of the Project and send it to the Sending Organisation.

## 6. Administrative procedures

- 6.1 **Documents:** Sending Organization shall submit the following necessary documents for the realization of the Mobility:
  - a. Requested by Hosting Organization:
    - Application Form:  
it contains personal data of each participant and photo of participants
    - Mobility Tool:  
it contains every data of the mobility. The Sending organization shall give an access to upload documents to the mobility tool.
  - b. Requested by National Agency:
    - Mobility Agreement
    - Learning Agreement
    - Memorandum of understanding
    - Quality Commitment
- 6.2 **Invoicing:** Hosting Organization shall issue one invoice of the total amount payable by Sending Organization not later than 40 days before the mobility starting date.
- 6.3 **Payments:** Payments shall be made by Sending Organization within 2 days of issuance of the invoice of Hosting Organization by bank-to-bank transfer.
- 6.4 **Issuance of certificates:** Hosting Organization issues the Europass Mobility Document for each Participant at the end of the Mobility.
- 6.5 **Evaluations:** Hosting Organization makes evaluations of Participants regarding the quality of the Mobility 2 times during the Mobility.
- 6.6 **Data protection:** Both Parties shall process personal data and the free movement of such data regarding the General Data Protection Regulation ("GDPR") (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons and repealing Directive 95/46/EC (General Data Protection Regulation).

## 7. Payment terms

- 7.1 The total amount that Sending Organization shall pay to Hosting Organization is calculated according to the cost items of the Budget defined by Hosting Organization in **Annex 1**.

- 7.2. For all the services and assistance provided by Hosting Organization to Sending Organization, Sending Organization will make one payment of the total amount of 30.600 EUR to Hosting Organization **not later than 37 days before the first day of the Mobility**.
- 7.3 All payments under this Agreement will be made in Euro currency by bank-to-bank transfer to an account designated by Hosting Organization, unless otherwise agreed to by Hosting Organization in writing.
- 7.4 **Payment default:** In the event of an overdue payment, interest will be accrued daily of the overdue payment as of the date of the payment default, at the maximum rate permitted by law.
- 7.5 In case the service provided by the Hosting Organisation is not appropriate or not of sufficient quality, Hosting Organization shall resolve and eliminate the shortcomings, otherwise Hosting Organization shall be obliged to refund the amount of Organization Cost of the inappropriate service provided.
- 7.6 In case any of the Participants decides to interrupt the Mobility without any serious reason or justification, Hosting Organization shall not be obliged to refund the unutilized, proportionate amount of that Participant to the Sending Organization.
- 7.7 **Cancellation policy:** In case of cancellation or postponement of the Mobility and its realization by Sending Organization the following retribution shall apply because of the disadvantage suffered by Hosting Organization as the result of the action:
- a. If the **Early Postponement** occurs **not later than 24 days** before the beginning of the Mobility retribution shall not apply. In case of the Early Postponement occurs the third time, Sending Organization shall pay 600€ to the Hosting Organization as **Multiplied Early Postponement fee**.
  - b. If the **Postponement** occurs **between 23-17 days** prior of the beginning of the Mobility, Hosting Organization shall provide an accurate calculation of its costs incurred so far, which can not exceed 10% of the total fee, as the Fee of Postponement. This Fee of Postponement shall be deducted from the fee already paid, and the remaining amount shall be credited for the Sending Organization, which can be used in a later implementation.
  - c. If the postponement occurs **16 days or less than 16 days** prior of the beginning of the Mobility, Hosting Organization shall provide an accurate calculation of its costs incurred so far, which can not exceed 60% of the total fee, as the Fee of **Last Minute Postponement**. This Fee of Last Minute Postponement shall be deducted from the fee already paid, and the remaining amount shall be credited for the Sending Organization, which can be used in a later implementation.
- In case of any kind of postponement Hosting Organization ensures the realization of the Mobility by 31. Aug. 2024 on the agreed fee and condition.
- d. If Sending Organisation requires to cancel the mobility, the cancellation fee will be calculated depending on the stage of preparation of the mobility. Hosting Organization shall provide an accurate calculation of its costs incurred so far, and shall reimburse the remaining sum for the Sending Organisation.

**In case of postponement of the Mobility and its realization by Hosting Organization the following retribution shall apply because of the disadvantage suffered by Sending Organization as the result of the action:** The Hosting Organization guarantees the postponed realization of the mobility on the same quality and same price until 31. Aug. 2024. (Concerning the flight tickets, - in accordance with the NA's recommendations- the purchase of flight tickets with extra flexibility-fee is suggested.)

**The request for postponement or cancellation should be sent in every case in an official form (stamped and signed document) via email between the legal representative of the Sending Organization and of the Hosting Organization.**

**The email address of the legal representative of AusTraining lern.ziel GmbH.: info@austraining.at**

## **8. Indemnification**

Sending Organization shall defend, indemnify and save the Hosting Organization and the Companies harmless from and against injuries, loss and damage to the Hosting Organization's and Companies' employees or their tangible personal property or to the person or tangible personal property of third parties to the extent caused by the willful or negligent acts or omissions of the Participants.

## **9. Communication**

All communications between Sending Organization and Hosting Organization shall be in English language and in the language of Sending Organization. Communications in Hosting Country at the Hosting Organization shall be in English language.

## **10. Term and termination**

10.1 The term of this Agreement shall commence on the date hereof and will remain in effect until the Project Termination, unless terminated earlier under provisions herein.

10.2 **Events of termination:** Either party will have the right to terminate this Agreement immediately upon written notice if:

- a. The other party breaches any material term or condition of the Agreement if such breach is capable of cure fails to cure such breach within 30 days after written notice;
- b. The other party becomes a subject in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such proceeding is not dismissed 60 days of filing;
- c. Sending Organization is obstructed to participate in the Project; in this case termination shall happen not later than 37 days before the beginning of the Mobility, otherwise cancellation policy shall apply.

## **11. Miscellaneous provisions**

11.1 **Interruption:** The Mobility can be interrupted for serious reasons such as illness or in case of breach of rules of the Hosting Organization or of the Companies by the Participants. If necessary Participants may be banned from further participation at Mobility;



**11.2 Complication:** If a complication, unwelcome issue or any problem of Participants arises during the period of the Mobility, the representative of the Group (accompanying teacher) shall immediately notify the representatives of the Hosting Organization and Hosting Organization shall do its best in order to resolve the situation the soonest possible;

**11.3 Entire Agreement:** This Agreement and its Annexes are the complete and exclusive agreement between the parties in respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties;

**11.4 Severability:** If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision;

**11.5 No Agency:** The parties hereto are independent contractors. This Agreement shall not create an agency, partnership, joint venture or any other legal form of association. Neither party shall have the right to bind the other to any agreement with a third party nor to represent itself as an agent, partner of the other or to incur any obligation or liability on behalf of the other party;

**11.6 Force Majeure:** Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, act of civil or military authority, fires, riots, wars, late performance or default of any subcontractor, where the choice by such party of such subcontractor was reasonable and where such party has used reasonable efforts to expedite the performance or avoid the default of such subcontractor or to obtain reasonable substitute performance therefore;

**11.7 Amendment:** Any waiver, amendment or modification of any provision of this Agreement must be in writing.

## **12. Dispute resolution and Application Law**

**12.1** In the event of a dispute between Sending Organization and Hosting Organization arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations;

**12.2** 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 Hosting Organization, with such arbitration to be held in the city of Hosting Organization.

## **13. COVID regulations**

**Regarding testing:** each party shall take the responsibility and bear all costs of PCR or antigen testing in accordance with the regulations currently in force in its own country. If testing is mandatory in both the Sending and Hosting countries, all costs (proven by invoices) shall be shared between the Sending and Hosting Organization in a 50-50% ratio.

IN WITNESS WHEREOF, the parties have executed by their duly authorized representatives this Agreement as of the Effective Date.

**Sending Organization**

**Hosting Organization**

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