



Education and Culture DG

Lifelong Learning Programme



Švietimo mainų paramos fondas

CONTRACT
for a Leonardo da Vinci
Training placement (IVT, PLM)
Under the Lifelong Learning Programme

Vilnius Vocational Education and Training Centre of Technology and Business
Kalvarijų str. 159, 08313 Vilnius, Lithuania

called hereafter "**the beneficiary**", represented for the purposes of signature of this contract by **Vincentas Klemka**, principal

of the one part, and

Stredni odborná škola služeb a Strednu odborné učilište
Kadan, 5. kvetna 680

called hereafter "**the receiving organization**", represented for the purposes of signature of this contract by **Jiri Marek**, director

of the other part,

HAVE AGREED

the **Conditions** and **Annexes** below:

- | | |
|------------------|---|
| Annex I | Training placement (IVT, PLM) programme; |
| Annex II | Quality Commitment for Leonardo da Vinci Training placements
(only for IVT and PLM); |
| Annex III | General conditions. |

which form an integral part of this contract ("the contract").

CONDITIONS

ARTICLE 1 – PURPOSE OF THE GRANT

- 1.1 The Beneficiary will provide Community financial support to the participants and the Receiving organization for undertaking a Training Placement under the Leonardo da Vinci programme of the Lifelong Learning Programme project **No LLP-LdV-IVT-2007-LT-0009 European Metal Worker**.
- 1.2 The receiving organization accepts the grant and undertakes to use the grant as it described in the Article 4, par.4.1; par. 4.2.
- 1.2 The Beneficiary and Receiving organization hereby declare to have taken note of and accepted the terms and conditions set out in the present contract and undertakes to carry out the Training placement/ Mobility as described in Annex I. Any amendment or supplement to the contract shall be done in writing.

ARTICLE 2 - DURATION

- 2.1 The contract shall enter into force on the date when the last of the two parties signs.
- 2.2 The Training Placements shall start on **Oct 4, 2008** at the earliest and end on **Oct 24, 2008** at the latest.

ARTICLE 3 - FINANCING THE TRAINING PLACEMENT

- 3.1 The Community grant to co-finance the Placement for the Receiving organization is **2608 EUR**.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The Beneficiary undertakes to pay the Receiving organization **350 EUR** for the linguistic and cultural preparation of 4 students within 7 days before the Training Placements start.
- 4.2. The Beneficiary undertakes to pay the Receiving organization **2258 EUR:** for the accommodation and board of 4 students - **1806,40 EUR** and 1 teacher- **451,60 EUR**.

ARTICLE 5 - BANK ACCOUNT

- 5.1 Payments shall be made to the Receiving organization's bank account as indicated below:

Name of bank: **ČSOB, a.s., Poštovní spořitelna**

Address of branch: **ČSOB, a.s., Poštovní spořitelna,
Radlická 333/150
150 57 Praha**

Precise denomination of the account holder: **SRPDŠ při Střední odborné škole služeb a Středním odborném učilišti, Kadaň, 5. května 680, příspěvková organizace**

Full account number (including bank codes): SWIFT code:
155082936/0300

IBAN- CZ 31 0300 0000 0001 5508 2936

BIC: CEKOCZPP

ARTICLE 6 – OBLIGATIONS OF THE RECEIVING ORGANIZATION

- 6.1. Support and provide with the necessary accommodation and board, assistance and tutoring 4 students : **Marjan Danilevič, Vitold Aleksandrovič, Žilvinas Indriliūnas, Aurimas Selenis** and one teacher – **Liubov Šukelovič** for the successful fulfilment of the project.
- 6.2. Organize linguistic and cultural preparation for the participants.
- 6.3. Cooperate, if it is necessary with the person in charge of monitoring the Training placements in the sending institution.
- 6.4. Fill in the Europass Mobility par. 5a *Description of skills and competences acquired during the Europass Mobility experience*.
- 6.5. Write a short report about the fulfilment of the Training Placement programme .

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the contract, the Community rules applicable and, on a subsidiary basis, by the law of Lithuania relating to grants. The Beneficiary or Receiving organization may bring legal proceedings regarding decisions by the institution concerning the application of the provisions of the contract and the arrangements for implementing it before the competent Court in accordance with the applicable national law.

SIGNATURES

For the Beneficiary
Vincentas Klemka, principal

For the Receiving organization
Jiri Marek, director

[signature]

[signature]

Done at Vilnius, [date]
Sept 15, 2008

Done at Kadan [date]

Training placement (IVT, PLM) PROGRAMME

Project number and the title of the project:

No LLP-LdV-IVT-2007-LT-0009 European Metal Worker.

Planned dates of start and end of the training placement period: **Oct 4 , 2008 - Oct 24, 2008**

- Knowledge, skills and competence to be acquired:

- Get acquainted with the latest metal processing technologies and materials;
- Learn to process metal using modern metal processing and welding machines;
- Learn to assemble and regulate modern equipment and machines;
- Theoretical knowledge apply in practice;
- Develop the ability to understand engineering drawings and design skills;
- Develop profession motivation;
- Develop other general skills, such as professional- technical English, computer literacy , communication, etc.)

- Detailed programme of the training period:

Week 1

Oct 5 Arrival and accommodation in the hotel. Free time.

Oct 6

9:00-12:00	Acquaintance with administration, teachers and students of school, their activities and development strategy.
12:00-13:00	Dinner.
13:00-17:00	Discussion of any changes that may be required in the present placement program together with Mr. Jiří Hrubý.

Oct 7

8:00-12:00	Acquaintance with modern technologies and materials used in metal industry.
12:00-13:00	Dinner.
13:00-17:00	continue : Acquaintance with modern technologies and materials used in metal industry.

Oct 8	8:00-12:00 12:00-13:00 13:00-17:00	General metal works. Dinner. continue: General metal works.
Oct 9	8:00-12:00 12:00-13:00 13:00-17:00	Drilling and countersink works. Dinner. continue : Drilling and countersink works.
Oct 10	8:00-12: 00 12:00-13:00 13:00-17:00	Cutting of metal sheets using manual and mechanic alligator shears. Dinner. continue : Cutting of metal sheets using manual and mechanic alligator shears.
Oct 11, 12	Cultural program.	
<i>Week 2</i>		
Oct 13	8:00-12:00 12:00-13:00 13:00-17:00	Connection of elements by using screws, stoppers or cotters Dinner. continue: Connection of elements by using screws, stoppers or
cotters		
Oct 14	8:00-12:00 12:00-13:00 13:00-17:00	Gas and arc welding. Dinner. continue: Gas and arc welding.
Oct 15	8:00-12:00 12:00-13:00 13:00-17:00	Assembly of components and units. Dinner. continue : Assembly of components and units.
Oct 16	8:00-12:00 12:00-13:00 13:00-17:00	Assembly of pneumatic and hydraulic devices. Dinner. continue: Assembly of pneumatic and hydraulic devices.
Oct 17	8:00-12:00 12:00-13:00 13:00-17:00	Cutting of metal sheets using hand and mechanical snips. Pietų pertrauka. continue: Cutting of metal sheets using hand and mechanical snips.
Oct 18,19	<i>Cultural program.</i>	
<i>Week 3</i>		
Oct 20	8:00-12:00 12:00-13:00 13:00-17:00	Regulation and checking of machines and systems functions. Dinner. continue: Regulation and checking of machines and systems
functions.		
Oct 21	8:00-12:00 12:00-13:00 13:00-17:00	Setting of cutting mode for metal processing machines. Dinner. continue: Setting of cutting mode for metal processing machines.

Oct 22	8:00-12:00	Preparation of component processing programs for turning lathe and milling machines with digital control.
	12:00-13:00	Dinner.
	13:00-17:00	continue : Preparation of component processing programs for turning lathe and milling machines with digital control
Oct 23	8:00-12:00	Turning and milling of components.
	12:00-13:00	Dinner.
	13:00-17:00	continue : Turning and milling of components.
Oct 24	8:00-12:00	Definition of faults and their correction in mechanical, hydraulic, pneumatic and electrical units (components).
	12:00-13:00	Dinner.
	13:00 -21:00	Evaluation of the placement. A farewell party.
Oct 25		<i>Departure.</i>
<p>- Tasks of the trainees: to fix deformations, replace and repair auto parts, prepare a car body for painting; improve turning and milling skills; operate turning lathe and milling machines using necessary operating conditions.</p>		
<p>- Monitoring and Mentoring of the participant:</p> <p>The group leader, profession teacher of Vilnius Vocational Education and Training Centre of Technology L.Šukelovič and, and a mentor, the English teacher Jiry Hruby will take care of the participants and control how they fulfil the placement program.</p> <p>Every day the participants together with the group leader will discuss the results of the day and clarify urgent issues if any, together with the mentor if it seems necessary. The participants shall have to fill in their diaries every day.</p> <p>The achievements of the participants will be assessed once a week in a general meeting .</p> <p>Once a week the group leader will inform the beneficiary about the placement visit progress by sending e-mail or by phone.</p>		
<p>- Evaluation and Validation of the training placement:</p> <p>Professional developments of the participants during the placement will be assessed by marks in Student's Practice Diary. General placement mark will be equal to the assessment of practical training results.</p> <p>A special Certificates will be issued to the participants by the Receiving organization.</p> <p>The Europass Mobilities will be issued to the participants by the Beneficiary</p>		

LEONARDO DA VINCI MOBILITY QUALITY COMMITMENT TRAINING PLACEMENTS

THE SENDING ORGANISATION UNDERTAKES TO:

Define	<i>training placement objectives</i> in terms of the skills and competencies to be developed.
Choose	the appropriate target country, host organisation, project duration and training placement content to achieve these objectives.
Select	participants on the basis of clearly defined and transparent criteria.
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.
Establish	a contract including a training agreement whose contents are transparent for all parties involved.
Manage	transport, accommodation, visa/work permit arrangements and social security cover and insurance.
Evaluate	with each participant the personal and professional development achieved through participation in the Leonardo da Vinci programme.

THE INTERMEDIARY ORGANISATION (WHERE APPROPRIATE) UNDERTAKES TO:

Select	suitable host organisations and ensure that they are able to achieve the training 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.

THE SENDING AND HOST ORGANISATIONS JOINTLY UNDERTAKE TO:

Negotiate	a tailor-made training programme for each participant (if possible during preparatory visits).
Agree	monitoring and mentoring arrangements.
Implement	agreed validation procedures to ensure recognition of skills and competencies acquired.
Establish	appropriate communication channels for all parties including participants.
Evaluate	the progress of the project on an on-going basis and take appropriate action if required.

THE HOST ORGANISATION UNDERTAKES TO:

Foster	understanding of the culture and mentality of the host country.
Assign	to participants tasks and responsibilities to match their knowledge, skills, competencies and training objectives and ensure that appropriate equipment and support is available.
Identify	a tutor to monitor the participant's training progress.
Provide	practical support if required.
Check	appropriate insurance cover for each participant.

THE PARTICIPANT UNDERTAKES TO:

Comply	<i>with all arrangements negotiated for his/her training placement and to do his/her best to make the training placement a success.</i>
Abide	<i>by the rules and regulations of the host organisation, its normal working hours, code of conduct and rules of confidentiality.</i>
Communicate	<i>with Beneficiary/sending organisation about any problem or changes regarding the training placement.</i>
Submit	<i>a report in the specified format, together with requested supporting documentation in respect of costs, at the end of the training placement .</i>

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 National Agency of [..country..], 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 training placement. Consequently, the National Agency of [..country..] or 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 institution 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 training placement. Any remaining funds will have to be refunded.

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 [..country..] or by any other outside body authorised by the European Commission or the National Agency of [..country..] to check that the training Placement and the provisions of the contract are being properly implemented.