

FINANCIAL AGREEMENT

for the LEONARDO DA VINCI - Project

between

.....
Nation

hereinafter the **Promoter**, represented by Dr....., the principal,

and

AZZURRA, Società Cooperativa Sociale, o.n.l.u.s. hereinafter
the **Host organisation**, represented by Simonetta Rella, president

The two parties agree as follows:

Preamble

For the purposes of this agreement, the terms “promoter”, “host organisation” and “beneficiaries” will be defined as follows:

Promoter: Institution or organisation active within the partnership and responsible for placement/ study visit in which it is involved.

Beneficiary:

Host organisation: Training body, which hosts and coordinate the visit._

Article 1 SUBJECT OF THE AGREEMENT

The subject of this agreement is placement of the beneficiares from
.name and adress of school promotor Nation
in accordance with the terms of this agreement.

Article 2 DURATION OF THE PLACEMENT

The program starts ondate arrival todate departure 2006 .

Article 3 THE PARTNER'S OBLIGATIONS

The partner's obligations are the following:

- • to make the necessary arrangements for the preparation, carrying out and smooth running of the placement covered by this agreement;
- • to provide the beneficiaries with all necessary assistance and monitor and assess placement;
- • to present the beneficiaries with the explanatory note on the **LEONARDO DA VINCI - programme** setting out the financial arrangements for placement, indicating that access to the placement is free of charge, and laying down the beneficiaries' rights and obligations with respect to their national social security and training system;
- • to forward to the host organisation all the necessary documentation on the **LEONARDO DA VINCI - programme** and financing for placement:
 - • the Council decision and annex,

Article 4 THE BENEFICIARIES' OBLIGATIONS

The **beneficiaries'** obligations are the following:

- • to complete the placement to which they commit themselves by signing this agreement;
- • to comply with the conditions set out in the **LEONARDO DA VINCI - programme** application forms and not to accept any other financial assistance from the European Community;
- • to inform the partner immediately of any problem or interruption in the placement;
- • to comply with the rules in force in the host organisation and with any instructions given by that organisation's representatives;
- • not to divulge production processes or any other information they may have acquired;
- • to refund to the partner without delay any advances, in full or in part, which may not have been utilised or for which justification or utilisation has not been supplied.

Article 5 THE HOST ORGANISATION'S OBLIGATIONS

The **host organisation's** obligations are the following:

- • to make provision for the participants and to do everything possible to ensure the smooth running of the visit programme
- to inform the partner without delay of any problem or interruption in the programme;
- • to present the beneficiaries at the end of their training with a certificate in duplicate indicating the nature and duration of the placement.

Article 6 PAYMENT

The **promoter** undertakes to pay the costs in amount of Euro according to the following payment schedule:

- the full amount of Euro will be paid in following way:
 - 80% before groups arrival
 - Remaining 20% after consignment of the final report of the Hosting organisation, but not later than 30 days after departure of the group
- to the Hosting organisation of the group at SPOLETO after receiving the invoice of the expenditure of program. The invoice will be written in an unique document in which all voices of expenditure will be explained namely.

Article 7 BANK ACCOUNT

Name and address of the host organisation's bank:

....., 06049 Spoleto (PG)

Number of current account:

Bank codes:

ABI:

CAB:

BIC:

IBAN:

Article 8 REPORTS

The host organisation shall submit a final report on the program and a cost breakdown, which should reach the partner within 10 days of the end of the placement.

Article 9 MONITORING AND CONTROL

9.1 9.1 The host organisation shall supply the partner with any information on the implementation of the placement to which this agreement pertains.

Article 10 TERMINATION OF THE AGREEMENT

The agreement may be terminated in the event that:

- a) a) one of the signatories should fail to execute one of the articles of the agreement or one of the obligations arising therefrom, independently of the provisions in applicable law; in that event the agreement may be terminated without further formalities, where notification by registered letter does not result in performance of the said provisions or obligations in the period of one month;
- b) b) one of the signatories to the agreement should be subject to bankruptcy proceedings, judicial settlement, winding-up or similar proceedings;
- c) c) one of the signatories should have made false or incomplete declarations for which it can genuinely be held responsible in order to obtain financial backing from the Commission or any other advantage provided for in this agreement;
- d) d) the placement programme should not start on the date set in the agreement and one of the signatories judges the new date proposed unacceptable;
- e) e) the partner should request termination of the agreement, on presentation of justification of the request.

Article 11 JURISDICTION

Where an amicable solution cannot be found, the competent courts for the registered offices of the Partner shall have sole jurisdiction in any dispute between the contracting parties concerning this Agreement.

The law applicable to the present agreement is the law of SPOLETO.

Article 12 AMENDMENTS AND ADDENDA TO THE AGREEMENT

Changes to this Agreement may be made solely by means of an Amendment signed on behalf of each of the parties to the Agreement.

Article 13 ANNEXES

The following annexes are attached and form an integral part of this Agreement:

Annex 1: Timetable of trainers' activities

Annex 2: Expenditures / Invoice

For the Promoter Partner:

Dr....., Principal

Stamp

Date and place.....

For the Host organisation:

Doctor Simonetta Rella, principal

Stamp

Spoletto,

EXAMPLE - ANNEX 1

21 - days Programme for Students

PROGRAMMA SETTIMANALE CORSO -

Mod. 07_E2 Rev. 0 del 28/03/01

Rif.Cod.

Oggetto:

“Title”

Dal al

Docente:

1st week

Thursday,

Afternoon

arrival of the participants
Welcome the participants and dinner together
with the tutors of AZZURRA
presentation of the programme

Friday,

Morning

1st language lesson with an experienced
teacher: *basics of the Italian language*

Lunch

Afternoon

1st Cooking demonstration

Saturday,

Morning

2nd language lesson

Lunch

Afternoon

18.00 visit to Spoleto and to the restaurants
and hotels, where the internships will take
place, meeting the chefs

Sunday,

Morning

Begin of Internship

Lunch

Afternoon

Internships in restaurants and hotels

Monday,

Morning

3rd language lesson

Lunch

Afternoon

2nd Cooking Demonstration

Tuesday,

Morning

Internships in restaurants and hotels

Lunch

Afternoon

Internships in restaurants and hotels

Wednesday,

Morning

Internships in restaurants and hotels

Lunch

Afternoon

Internships in restaurants and hotels

2nd week

Thursday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Friday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Saturday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Sunday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Monday,

Free time
If wanted: Trip to Rome - the Italian capital (the cost for the ticket has to be paid by participants or partner school)

Tuesday,

Morning 3rd Cooking Demonstration
Lunch
Afternoon Free Time (Visit with guide to the historic centre of Spoleto: "Monuments and Nature")

Wednesday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

3rd week

Thursday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Friday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Saturday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Sunday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Monday,

Morning Internships in restaurants and hotels
Lunch
Afternoon Internships in restaurants and hotels

Tuesday,

Morning

Free time

Afternoon

final evaluation of the programme and final test in Italian

Evening

Good Bye - Dinner with guests, consignment of Certificates

Wednesday,

Morning

Say good-bye to the participants and departure

This is a proposal for a programme, please let us know if you prefer changes and inform us about your professional needs. In case of interest, the programme can be modified.

The costs for eventual transport depend on the budget of project.

EXAMPLE - ANNEX 2

**Azzurra Società Cooperativa Sociale
Via Villa Redenta, 1 – 06049 Spoleto PG
P. IVA 02140790540**

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.....
.....

Fattura N° del2006
Rechnung N° vom2006

Vi rimettiamo fattura per le spese relative ai partecipanti al progetto **“name of School”** che sarà realizzato della COOPERATIVA SOCIALE AZZURRA onlus dal2006 al2006 e promosso dalla „name of School”

We hereby invoice the following expenses for the project „name of School” which is going to be realized by Cooperativa Sociale Azzurra from2006 to2006 and promoted by „name of school”

	Number of Person	Number of days	Single costs in Euro	Total cost in Euro
Accommodation and full board
Tutoring & Translation	
Local transport	
Total			€

Pagamenti: 1.) - 80% - € prima dell'arrivo del gruppo a Spoleto
2.) - 20% -€ dopo la consegna del rapporto finale ma non oltre che 60 giorni dopo partenza del gruppo

Le spese bancari sono a carico dell'organizzazione promotrice

Terms of payment: 1.) - 80% - € before arrival of group at Spoleto
2.) - 20% -€ after consignment of final report from AZZURRA, but not later than 60 days after departure of group

The costs for money transfer is on charge of the promoter organisation

Esente da IVA ai sensi dell'art.10, comma 1, DPR 633/72

The VAT is not included according lo Art. 10, comma 1, DPR 633/72