

LEONARDO DA VINCI



# LEONARDO DA VINCI STANDARD CONTRACT

This Agreement, drawn up for the Communities' Leonardo da Vinci programme (Council Decision 1999/382/EC of 26/04/1999, Official Journal L 99/146/CE of 11/06/1999), governs the relationship between:

**ENSAAMA-Olivier de Serres**

represented by: Madame Marie-José Mascioni, Director  
hereinafter referred to as «the contractor and the sending organisation»

**and/or**

.....  
 registered office : .....  
 represented by : .....  
 hereinafter referred to as «the host organisation»

**and/or**

.....  
 hereinafter referred to as «the beneficiary».

It has been agreed as follows:

**Article 1 : Object**

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Acting in accordance with Council Decision 1999/382/EC of 26/04/1999 OJ L 99/146/EC OF 11/06/1999 establishing the second phase of the Leonardo da Vinci programme, the Contractor, the sending organisation, the host organisation and the beneficiary undertake to carry out the placement(s)/exchange(s) referred to in this Agreement, which falls under Agreement No F/06/A/JTR-117501 signed between the Contractor and the Leonardo da Vinci National Agency for the JEUNES DESIGNERS FRANCAIS SUR LE MARCHE DU TRAVAIL EUROPEEN, COMPLEMENT DE FORMATION/ FRENCH YOUNG DESIGNERS ON THE EUROPEAN LABOUR MARKET : FURTHER TRAINING placement/exchange programme.

This Agreement, which all parties declare they have read and approved, governs the relationship between the parties and defines the rights and obligations associated with their participation in the above placement/exchange programme.

Details of the framework for implementation of the placement/exchange programme are given in the agreement signed between the Leonardo da Vinci National Agency and the Contractor.

## **Article 2 : Duration**

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The placement starts on ..... / ..... / ..... and ends on ..... / ..... / ..... ;

the duration is ..... weeks. This Agreement covers the above-mentioned period.

As offered by the host institution, the placement might last three more months.

The placement will then end on ..... / ..... / ..... ;

the duration will be ..... weeks. In that case, a codicil will be added to the present contract.

## **Article 3 : Obligations of the Contractor and the sending organisation**

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The Contractor and the sending organisation undertake to:

- ▶ take the measures necessary for preparation, implementation and efficient operation of the placement/exchange referred to in this Agreement, in accordance with the provisions of the agreement signed between the Leonardo da Vinci National Agency and the Contractor;
- ▶ see that the placement(s)/exchange(s) is/are monitored and evaluated;
- ▶ collect any information necessary to ensure that the placement/exchange participants and conditions meet the eligibility criteria under the Leonardo da Vinci programme;
- ▶ ensure that all measures have been taken to cover the beneficiary for insurance/assistance and, if necessary, finance this insurance/assistance cover during the placement/exchange governed by this Agreement.

## **Article 4 : Obligations of the host organisation**

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The host organisation undertakes to:

- ▶ take the measures necessary for preparation, implementation and efficient operation of the placement/exchange referred to in this Agreement, in accordance with the terms and objectives of the placement/exchange programme described in the agreement signed between the Leonardo da Vinci National Agency and the Contractor;
- ▶ ensure that real use is made of the beneficiaries' knowledge and skills and that they are given tasks and responsibilities commensurate with their qualifications and experience;
- ▶ provide beneficiaries with logistical support;
- ▶ cooperate, if necessary, with the person in charge of monitoring the placement/exchange in the sending organisation;
- ▶ ensure that all measures have been taken to cover the beneficiary for any accident risk associated with the actual implementation of the placement/exchange governed by this Agreement.

## **Article 5 : Obligations of the final beneficiary**

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The final beneficiary undertakes to:

- ▶ respect the discipline imposed by the host organisation, its working hours, the rules in force and any legal provisions on professional confidentiality. In the event of non-compliance with the above requirements, the person responsible in the host organisation reserves the right to terminate the traineeship after having informed all the contracting parties by registered post with proof of receipt;
- ▶ inform the Contractor in advance and as quickly as possible if he/she withdraws from the placement/exchange before it has started or if the duration of the traineeship is reduced by either the beneficiary or the sending or host organisation.

## **Article 6 : Description of tasks**

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Details of the tasks which the final beneficiary will perform as part of the placement/exchange governed by this Agreement are given in the Annex to this Agreement.

## **Article 7 : Financing**

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For the placement/exchange governed by this Agreement, the partnership undertakes to finance mobility expenditure in accordance with the financing rules established by the Leonardo da Vinci National Agency.

## **Article 8 : Leonardo da Vinci financial contribution**

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The Leonardo da Vinci financial contribution received by the beneficiary for the placement/exchange governed by this Agreement will be a total amount of € ....., broken down into :

€ ..... travelling expenses ;

€ ..... subsistence allowance ;

€ ..... insurance/assistance expenses.

If the actual duration of the placement/exchange is less than that specified in Article 2, the Contractor is entitled to require the whole of the Leonardo da Vinci contribution to be refunded.

## **Article 9 : Payments**

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The Contractor undertakes to pay the beneficiary the Leonardo da Vinci contribution for the placement(s)/exchange(s) governed by this Agreement.

## **Article 10 : Bank account**

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The Leonardo da Vinci contribution shall be paid into the bank account indicated by the beneficiary who will provide the sending institution with a slip giving official details of a bank account (RIB/RIP/RICE)

## **Article 11 : Reports**

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The host organisation and the beneficiary shall jointly draw up a report on the traineeship and send it to the sending organisation and to the Contractor within one month of the end of the placement/exchange.

The information given in the report shall include the duration of the placement/exchange, the tasks performed by the beneficiary, the Leonardo da Vinci financing and, where applicable, any financing from the host organisation.

The beneficiary shall also send the Contractor original travel tickets and original documentary evidence of any insurance/assistance cover.

If these reports and receipts are not submitted in the form and within the time laid down, the Contractor reserves the right to apply financial penalties to the beneficiary.

## **Article 12 : Monitoring and checks**

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The beneficiary, the host organisation and the sending organisation shall supply the Contractor immediately with any information he may require about the execution of placements/exchanges governed by this Agreement.

The beneficiary, host organisation and sending organisation shall keep available for the Contractor any documents which demonstrate that the placement/exchange programme is being carried out, or has been completed, in accordance with the terms of the agreement signed between the Leonardo da Vinci National Agency and the Contractor.

## **Article 13 : Liability**

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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 Agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The Contractor shall indemnify the Leonardo da Vinci National Agency, the European Commission and their staff against any legal action to recover damages sustained by third parties, including project staff, as a result of the performance of this Agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the Leonardo da Vinci National Agency, the European Commission or their staff.

## **Article 14 : Termination of the Agreement**

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

The Contractor must inform the Leonardo da Vinci National Agency immediately of any event likely to have an adverse affect on the performance of this Agreement, and provide all necessary details.

## **Article 15 : Jurisdiction clause**

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Where no amicable agreement can be reached, the courts of (*registered office of the Contractor*) shall have sole jurisdiction in any disputes between the contracting parties concerning this Agreement.

The law applicable to this Agreement is the law of the Contractor's country.

## **Article 16 : Amendments or additions to the Agreement**

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Amendments to this Agreement may be made only by codicil signed on behalf of each of the parties by the signatories to this Agreement.

