

# **Programma comunitario Erasmus - Azione KA2 - Partenariati Strategici settore istruzione e formazione**

## **Modifica della determinazione n. 29 del 16 febbraio 2017**

### **Det. n. 31 del 17/02/2017**

**Modifica della determinazione n. 29 del 16 febbraio 2017 avente ad oggetto "Approvazione dello schema di "Contratto" e della "Convenzione di tirocinio all'estero" per la mobilità degli studenti coinvolti nel progetto europeo "School and Work-Related Dual learning" (acronimo SWORD), rientrante nell'ambito del Programma comunitario Erasmus - Azione KA2 - Partenariati Strategici settore istruzione e formazione, approvato dalla Giunta provinciale con deliberazione n. 2306 del 22 dicembre 2014 e s.m.i.. Impegno di spesa euro 19.260,00."**

PROVINCIA AUTONOMA DI TRENTO

Prot. n.

DETERMINAZIONE DEL DIRIGENTE N. 31 DI DATA 17 Febbraio 2017

SERVIZIO ISTRUZIONE E FORMAZIONE DEL SECONDO GRADO, UNIV. E RICERCA

OGGETTO:

Modifica della determinazione n. 29 del 16 febbraio 2017 avente ad oggetto "Approvazione dello schema di "Contratto" e della "Convenzione di tirocinio all'estero" per la mobilità degli studenti coinvolti nel progetto europeo "School and Work-Related Dual learning" (acronimo SWORD), rientrante nell'ambito del Programma comunitario Erasmus+ - Azione KA2 - Partenariati Strategici settore istruzione e formazione, approvato dalla Giunta provinciale con deliberazione n. 2306 del 22 dicembre 2014 e s.m.i.. Impegno di spesa euro 19.260,00."

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LA DIRIGENTE

Vista la propria determinazione n. 29 di data 16 febbraio 2017 avente ad oggetto "Approvazione dello schema di "Contratto" e della "Convenzione di tirocinio all'estero" per la mobilità degli studenti coinvolti nel progetto europeo "School and Work-Related Dual learning" (acronimo SWORD), rientrante nell'ambito del Programma comunitario Erasmus+ - Azione KA2 - Partenariati Strategici settore istruzione e formazione, approvato dalla Giunta provinciale con deliberazione n.

2306 del 22 dicembre 2014 e s.m.i.. Impegno di spesa euro 19.260,00."

Considerata la necessità di integrare l'articolo 1 dello "scheda di contratto", parte integrante e sostanziale del provvedimento sopra richiamato, per precisare la terminologia utilizzata per individuare i soggetti coinvolti nella organizzazione della mobilità degli studenti;

Considerata la necessità di modificare il paragrafo 1 dell'articolo 3 dello "scheda di contratto", sopra richiamato, per precisare che il totale complessivo da pagare è calcolato prendendo in considerazione solo i tirocini che sono stati effettivamente realizzati e che si sono conclusi nel periodo 10 aprile 2017 - 21 maggio 2017;

Ritenuto pertanto opportuno sostituire lo "scheda di contratto" approvato con la propria determinazione n. 29 di data 16 febbraio 2017;

## DETERMINA

1. di integrare, per le ragioni riportate in premessa, l'articolo 1 dello "schema di Contratto" approvato con propria determinazione n. 29 di data 16 febbraio 2017, aggiungendo il seguente capoverso: "The agency in charge of the organization of the students' mobility is called hereafter "the Issuing subject", while the Autonomous Province of Trento is called "the Administration"
2. di sostituire, per le ragioni riportate in premessa, il paragrafo 1 dell'articolo 3 dello "schema di Contratto", richiamato di cui al punto 1, con il seguente:  
"For each hosted trainee it is recognized an amount equal to E 1.330,00, for a maximum of no. 12 hosted trainees, equal to a maximum total amount of E 15.960,00 (VAT, in the legal percentage, is included). The total amount to be payed is reckoned taking into account only the effectively hosted trainees who have finished their mobility period."
3. di sostituire, per le motivazioni indicate in premessa, l'allegato n. 2 "schema di contratto" della determinazione sopra richiamata, con lo "schema di contratto" allegato parte integrante e sostanziale del presente provvedimento;
4. di confermare quanto altro disposto con propria determinazione n. 29 di data 16 febbraio 2017.

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001 schema di contratto Elenco degli allegati parte integrante LA DIRIGENTE

Laura Pedron RIFERIMENTO : 2017-S116-00044

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Dear Sirs Arbeit und Leben Hamburg e.V.

Besenbinderhof 60,

20097 Hamburg - Germany Trento,

S116/2017/

Subject: entrustment for a service for organizing the international traineeship mobility in the framework of the project "School and Work-Related Dual learning" (acronym SWORD) n. 2014-1-IT01-KA200-002432 (CUP Codex C65C14000280009) - CIG

Z221D3FFBD

The head of Unit "Servizio Istruzione e formazione del secondo grado, Università e ricerca" (Unit for Education and Training of Second Level, University and Research) with decision of date . N.

... authorized the entrustment of the organizing of the international traineeship mobility in the framework of the project "School and Work-Related Dual learning" (acronym SWORD) n. 2014-1-IT01-KA200-002432 (CUP Codex C65C14000280009) CIG

Z221D3FFBD

To this entrustment are to be applied contractual provisions and terms laid down in the attachment "CONTRACTUAL PROVISIONS".

This contract, entrusted in the form of exchange of letters, is concluded at the moment in which the Administration becomes aware of the acceptance of the contractual provision by the organizer of the mobility. The notice of acceptance, which must be attached to the contract, and the communication of the dedicated bank account must be undersigned by the legal representative and sent to the following certified electronic address:

serv.istruzioneuniversitaricerca@pec.provincia.tn.it.

The payment of the sum agreed will happen in the following manner:

- 60% of the total amount of the contract, from the entrance into force of the present contract, within 30 days after receiving the fiscally valid document;
  - the balance of the total amount on conclusion of the traineeship period for all the beneficiaries and at the conclusion of the activity and after the delivery of the documents laid down at article N. 10 of the contractual provisions. The payment will happen within the deadline of 30 days from the receiving of appropriate tax documentation and after the examination of the documents by the head of the provincial Unit in charge for the regular execution of the provision of services laid down in the contract and in so far as this is compatible with the availability of cash funds of the Unit of the Province in charge of the subject of this contract.
- The regular invoice or other accounting document with equivalent probative value (or other fiscally valid

document), will have to be issued for:

Provincia Autonoma di Trento Servizio Istruzione e formazione del secondo grado, Università e ricerca Via Gilli, n. 3 - 38121 Trento Cod. fisc. 00337460224

The regular invoice or other accounting document with equivalent probative value (or other fiscally valid document) shall indicate:

- the reference to this contract (protocol number)
- CUP Codex C65C14000280009
- CIG Codex Z221D3FFBD
- Project Codex 2014-1-IT01-KA200-002432

Yours faithfully The Head of Unit - dott.ssa Laura Pedron -

Attachments:

- Contractual provisions;
- Notice of acceptance of the entrustment - Communication of the dedicated bank account

## CONTRACTUAL PROVISIONS

### NO. 1 SUBJECT

This contract focuses on the activity of organising a traineeship experience abroad for a group of participants with the purpose of strengthening their knowledge, competences and qualifications in order to facilitate their personal development and the employability and participation in the labour market of the participants in the project "SWORD - School and Work-Related Dual learning", hereafter called Project. The Project was approved by the National Erasmus+ Agency - ISFOL (now INAPP), with validity within the community action Programme titled ERASMUS+ (KA2 - Strategic Partnerships VET - Cooperation and Innovation for Good Practices), and was communicated to the Autonomous Province of Trento (IT) with note Prot. 0009253-LLP-LDV/BAS/ as dated 24/09/2014. The work project is defined in the Grant Agreement which provides furthermore for a mobility action within the ERASMUS+ KA2 VET Programme no.

2014-1-IT01-KA200-002432, stipulated between the National Erasmus+ Agency - ISFOL (now INAPP) and the Autonomous Province of Trento,

Knowledge Department, hereafter called Agreement.

The agency in charge of the organization of the students' mobility is called hereafter "the Issuing subject", while the Autonomous Province of Trento is called "the Administration".

### NO. 2 ACTIVITIES AND CONTENTS

The activities subject to this contract involve the organisation of training programmes abroad lasting 28 calendar days and consisting of the following actions:

a. Research and selection of the local businesses, the secretarial support, tutoring and mentoring, and in particular:

- Research and selection of the local businesses in the various territorial contexts, starting from the characteristics of the beneficiaries, in order to guarantee the conditions required to carry out the traineeship objectives;
- Support to the beneficiaries in the process of understanding and sharing the cultural references of the host country, organising the communication system among all the parties involved;
- Support to the organisational management of the traineeships through tutoring and mentoring activities, in collaboration with the tutor, with the production of monitoring and evaluation documents, which will be put into the Personal Portfolio of the Trainee and are useful to validate the competences acquired, on the basis of the criteria defined by mutual agreement;
- Participation in the traineeship monitoring activities;
- Issuing of Europass Mobility Certificate.

b. Board and lodging and local transport for the whole duration of the traineeship, equivalent to 28 days, in particular:

- Hosting the beneficiaries and managing logistic aspects of the organisation, such as transport to and from the airport, board and lodging, for the whole time spent abroad, guaranteeing a suitable logistic solution;

c. Linguistic and cultural/technical support for the whole time spent abroad, alternating training in the class room and in local businesses, aimed at:

- The acquisition of linguistic competences linked to the professional sector involved and at the development

of communication competences and abilities, suitable to face the situations of everyday life;

- Giving information as regards the socio-economic context in which the beneficiaries are carrying out their traineeship and information about how to live and work in an intercultural environment;
- Allowing to the beneficiaries living their experience abroad, to identify the characteristics, in terms of setup and contents, of the training received with the goal of making the most of the traineeship.

### NO. 3 FINANCIAL RESOURCES

For each hosted trainee it is recognized an amount equal to E 1.330,00, for a maximum of no. 12 hosted trainees, equal to a maximum total amount of E 15.960,00 (VAT, in the legal percentage, is included). The total amount to be payed is reckoned taking into account only the effectively hosted trainees who have finished their mobility period.

The sum available for each trainee is divided between the activities in which the Issuing Subject is bound, as indicated below:

- E 400,00: Managing costs (research and choice of the business, the secretarial support, tutoring and mentoring);
- E 125,00: pedagogical, linguistic and cultural preparation costs;
- E 450,00: accommodation cost for the duration of the traineeship;
- E 250,00: subsistence costs for the duration of the traineeship;
- E 105,00: local transport The trainees will carry out their traineeship in the period between 10/04/2017 and 07/05/2017

(n. 2 trainees) and in the period 24/04/2017 and 21/05/2017 (n. 10 trainees) unless any small variations occur in dates due to particular organisational requirements of the host entity or of the beneficiary subjects.

### NO. 4 REGULATIONS THAT CONTROL THE CONTRACT

THE REFERENCE LAWS FOR THIS CONTRACT ARE, MAINLY :

a. Provincial Law n. 2/2016 titled "Transposition of the EU Directive 2014/23/UE of the European Parliament and of the European Council, of the 26th February 2014, on the award of concession contracts and of the Directive 2014/24/UE of the European Parliament and of the European Council, of the 26th February 2014, on public procurement: Discipline of the evaluation and works, services and supplies concession and amendments to the Provincial Law on public procurement 1993 and to the Law on provincial contracts and provincial goods and to the Law on provincial contracts and provincial goods. Modification of the Provincial Law on Energy 2012";

b. Legislative Decree 18th April 2016, n. 50 "Implementation of the Directives 2014/23/UE, 2014/24/UE e 2014/25/UE on award of concession contracts, on public procurement and procurement procedures of the bodies in charge of distribution in the water, energy, public transport and post services sectors and as well for the revision of current regulations in the subject of public procurement connected to works, services and supplies ";

c. Provincial Law 23/90 titled "Discipline of the contractual activity and of the administration of the property and goods of the Autonomous Province of Trento" and the Decree of the President of the Provincial Government 22nd May 1991, n. 10-40/Leg.

"Rules for the implementation of the Provincial Law 19th July 1990, n. 23"

The contract will be regulated by the provisions contained in this document or explicitly recalled, as well as by Provincial Law 23/90 titled "Discipline of the contractual activity and of the administration of the property and goods of the Autonomous Province of Trento" and subsequent amendments, as well as by Legislative Decree no. 163, 12 April 2006, "Code of public contracts concerning work, services and supplies in execution of directives 2004/17/EC and 2004/18/EC".

### NO. 5 DOCUMENTS THAT FORM PART OF THE CONTRACT

This contract must comply with the provisions contained herein, as well as with those expressed in the following documents:

A) Project SWORD - School and Work-Related Dual learning, approved by the National Erasmus+ Agency - ISFOL (now INAPP), within the community action Programme titled ERASMUS+ (KA2 - Strategic Partnerships VET - Cooperation and Innovation for Good Practices), and communicated to the Autonomous Province of Trento (IT) with note Prot. 0009253-LLP-LDV/BAS/ as dated 24/09/2014.

B) Grant Agreement which provides furthermore for a mobility action within the ERASMUS+

KA2 VET Programme no. 2014-1-IT01-KA200-002432, stipulated between the National Erasmus+ Agency - ISFOL(now INAPP) and the Autonomous Province of Trento, Knowledge Department concerning the project SWORD - School and Work-Related Dual learning, and subsequent amendments;

#### **NO. 6 COMPLIANCE WITH SPECIFIC PROVISIONS, LAWS, DECREES AND REGULATIONS**

This contract is regulated by the provisions of the Agreement, by the applicable community prescriptions and, additionally, by applicable law in the area in which the National Agency is situated. The courts of this location are competent for any disputes concerning the agreement.

#### **NO. 7 DURATION OF THE CONTRACT**

The service will be entrusted starting from the stipulation of the contract, and the service will end on 21/05/2017, when the traineeship experiences are concluded.

#### **NO. 8 PROPERTY AND USE OF THE RESULTS**

The ownership, including industrial and intellectual property rights, of the results of the project, of the reports and of the other pertinent documents are devolved to the Autonomous Province of Trento, as the promoting subject of the project.

#### **NO. 9 CONFIDENTIALITY AND PROCESSING OF DATA**

The Issuing Subject formally agrees to give instructions to its personnel so that all the data and company information regarding property and goods, statistics, personal details and/or information of any other kind they should come in contact with as a result of the their services to the Administration, will be considered confidential and treated as such.

#### **NO. 10 PAYMENTS**

The grant will be issued in two parts, in the following manner:

- 60% (amounting to 9.576,00 EUR) of the total amount of the contract, from the entrance into force of the present contract, within 30 days after receiving the document referred to in point a.;
- the balance (amounting to 40% of the total amount payable) of the total amount on conclusion of the traineeship period for all the beneficiaries who have finished their mobility period and within 30 days after receiving the document referred to in point a., b. and c.

The balance will take place on completion of the service and in relation to the fulfilment of the tasks indicated in this contract:

- Regular invoice or other accounting document with equivalent probative value (or other fiscally valid document);
- a succinct Report by the issuing Subject attesting the activities completed regarding the project, in terms of activity (letters a., b., and c. of Subsection no. 2), justifying and taking responsibility for the amount shown in the invoice;
- ANNEX IV a - Erasmus+ VET Learning agreement Learner Mobility filled out in all its parts and signed by the trainees, the sending institution and the receiving organisation.

#### **NO. 11 RESPONSIBILITY AND OBLIGATIONS**

The Issuing Subject shall inform without delay the possible problems which should arise during the period of mobility.

The Issuing Subject acknowledges that all burdens concerning the insurance of human resources employed in the activity of this contract are chargeable to it, and declares it shall take full responsibility in the case of injury or damage that may be caused by the aforementioned personnel on people or property, both of the Administration and of third parties, due to fault or negligence in the execution of the established services, thus relieving the Autonomous Province of Trento of any and all responsibility.

#### **NO. 12 LEGAL DISPUTES**

In the case of any disputes that might arise between the Administration and the Issuing Subject, which cannot be defined in an administrative manner either during the execution of the contract or at the end of the contract, the parties exclude resorting to arbitrators and will only rely on the ordinary judicial authority. The territorially competent court is the Court of Trento.

#### **NO. 13 PENALTIES AND TERMINATION OF THE CONTRACT**

The total amount of the contract may be proportionally reduced in the case of minor services compared to those indicated here.

Furthermore, if the Administration ascertains, either directly or indirectly, that the service indicated in this

contract has not been executed correctly, it may regain on the Issuing Subject for the recovery of the non-acknowledged or not-owed amount, if it has already been paid to the Issuing Subject.

The failure to comply with time limits and modalities agreed with the Administration in order to implement the specific activities foreseen in the contract, shall be subject to the payment of a daily penalty equal to 0,1 per thousand of the net contractual sum for every day of failure of performance. The corresponding amount will be retained on the sums due to the Issuing Subject on the basis of the contract.

In case of failure of performance regarding the service delivery, the Administration shall place in default the Issuing Subject by registered letter specifying a final deadline not less than 15 calendar days within which the Issuing Subject has to settle the obligation. After the expiration of this deadline the foreseen penalty will be put into force.

Administration reserves the right to unilaterally terminate the contract, in compliance with article 1456 of the Civil Code, and in compliance with article 27 of Provincial Law no. 23, 19

July 1990 and subsequent amendments, in the case of serious non-fulfilment, if:

a) It ascertains that the Issuing Subject is not carrying out the services in compliance with what is indicated in the provisions of this contract, and the same has been contested to the Issuing Subject, with the application of the corresponding penalty, more than twice;

b) In the case of Company assignment, termination of the business, arrangement with creditors, bankruptcy, state of moratorium, and subsequent acts of sequestration or foreclosure chargeable to the Issuing Subject;

c) It ascertains the communication or sale to third parties of data and/or information of any kind involving the subject of this contract, any other information that the Issuing Subject has come into contact with concerning the Autonomous Province of Trento, and anything else that can be considered out of line with the indications in Legislative Decree no. 196, 30 June 2003, "Code on the protection of personal details".

For anything not explicitly mentioned in this contract, we will refer to the Legal prescriptions on the subject, and to the local customs.

#### N° 14 TRACEABILITY OF THE CASH FLOW

The Issuing Subject shall assume all the obligations of Traceability of the cash flow given in Article 3 of the Law 13th August 2010, n. 136 and subsequent amendments. In lack of this the contract shall be considered absolutely void.

The Issuing Subject undertakes to inform the Administration and the Government Commissioner for the Province of Trento immediately about the failure of performance of his/her own counterpart (subcontractor) regarding the obligations of traceability of the cash flow.

In the case of the Issuing Subject not performing the obligations of traceability of the cash flow reported in the Law n. 136 of the 13

th August 2010, the Administration will proceed without delay to the termination of the contract, informing at the same time, as defined in the Law, the competent authorities.

The Issuing Subject is obliged to communicate to the Administration the detailed data identifying the dedicated bank account the personal details and the tax code of the people with delegation to operate on the account. Any payment regarding this contract shall be suspended until the communication of the dedicated bank account, with all further legally required indications, renouncing consequently to every claim or action for damages, or action for indemnity or every action with the purpose of achieving a payment or the acknowledgement of his/her own interests.

#### N° 15 ANTICORRUPTION PROVISIONS

In the carrying out of the service regarded by this contract the obligations of conduct foreseen by the Code of Conduct in force approved according to the Law 6

th November 2012 n. 190

("Provisions for the prevention and repression of corruption and illegal conduct in the Public Administration") available on the institutional website of the Administration, every infringement of which shall be cause for the termination of the contract.

Spettabile Servizio Istruzione e formazione del secondo grado, Università e ricerca Via Gilli, 3  
38121 TRENTO

ITALIA

Subject: acceptance of the entrustment.

Herewith, the undersigned , as legal representative of Arbeit und Leben Hamburg e.V., whose registered offices are at Besenbinderhof 60, 20097

Hamburg Germany, tax number 17/42212706, accepts the entrustment authorized with decision of the Head of Unit Servizio Istruzione e formazione del secondo grado, Università e ricerca dated ..., N.

.., connected to the carrying out of the international traineeship mobility in the framework of the project "School and Work-Related Dual learning" (acronym SWORD) N. 2014-1-IT01-KA200-002432 (CUP Codex C65C14000280009) - CIG

Z221D3FFBD.

Yours faithfully Date \_\_\_\_\_

\_\_\_\_\_  
signature of the Legal Representative In compliance with article 1341 and the following articles of the Civil Code, the undersigned legal representative specifically approves the conditions contained in clauses no. 12 (Judicial Controversies) and no. 13 (Penalties and termination of the contract).

Date, stamp and signature of the Legal Representative \_\_\_\_\_

Spettabile Servizio Istruzione e formazione del secondo grado,

Università e ricerca Via Gilli, 3

38121 T R E NTO

ITALIA

Subject: communication dedicated bank account according to article of the Law 136/2010

The undersigned

.. born in

.  
on the

..  
.. tax number

.  
as legal representative of Arbeit und Leben Hamburg e.V., whose registered offices are at Besenbinderhof 60, 20097 Hamburg Germany, tax number 17/42212706, e-mail address

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domiciled at the headquarters

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street ..... n. ....

NOTIFIES

in compliance with what stated in article 3 of the Law 13 August 2010, n. 136 he/she is going to avail himself/herself of a unique dedicated bank account as indicated below for every entrusted service/task by the Unit Servizio Istruzione e formazione del secondo grado, Università e ricerca receiver of this contract, and which he/she will be possibly use for every entrusted service/task by Trento autonomous Province Bank

account with the following data:

IBAN Codex:

Bank name \_\_\_\_\_

Subjects which are delegated to operate on the above mentioned bank account:

- the undersigned \_\_\_\_\_ born in \_\_\_\_\_  
on \_\_\_\_\_ tax number \_\_\_\_\_

- Mr/Miss/Mrs \_\_\_\_\_ born in \_\_\_\_\_  
on \_\_\_\_\_ tax number \_\_\_\_\_

- Mr/Miss/Mrs \_\_\_\_\_ born in \_\_\_\_\_  
on \_\_\_\_\_ tax number \_\_\_\_\_

Herewith the undersigned, in the performance of his/her functions and duties as previously declared,  
UNDERTAKES to respect, without any reservation or exception, all tasks and obligations laid down by the  
Law on the traceability of cash flows contained in the law 13

August 2010, N. 136.

The undersigned commits himself/herself as well to notify the "Servizio Istruzione e formazione del secondo  
grado, Università e ricerca" of any modification of the registration data above declared.

Information pursuant to Legislative Decree no. June 30, 2003, n. 196, art. 13:

- The data provided will be processed exclusively for the following purposes: signing the contract;
- The data will be processed in paper and / or computer;
- The provision of data is compulsory in order to the procedure;
- The processor is the autonomous province of Trento;
- The controller is the head of Unit Servizio Istruzione e formazione del secondo grado, Università e ricerca;
- At any time they shall be exercised in respect of the data controller the rights of art. 7 of Legislative Decree  
no. June 30, 2003, n. 196.

Place and date SIGNATURE