**ERASMUS+ PROGRAM**

**KA1 VET-MOBILITY**

**2020-2027**

**Memorandum of Understanding (MoU)**

**For working with Supporting Organisations.**

This MOU is regulated by the Erasmus Quality Standards (2020) and Guidance for working with supporting organisations (2023)

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| 1. **Objectives of the Memorandum of Understanding**
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| The Memorandum of Understanding (MoU) forms the framework for cooperation between the competent institutions. It aims to establish mutual trust between the partners. In this Memorandum of Understanding partner organisations mutually accept their respective criteria and procedures for quality assurance, assessment, validation and recognition of knowledge, skills and competence. |
| Are other objectives agreed on? Please tick as appropriate |   | No Yes – these are: |
| X |
| 1. **Learner’s internship**. The two parties intend to cooperate on mutual organizing mobility periods of 2-14 weeks duration funded by an Erasmus+ project for their own VET students/apprentices either at the other partner’s organisation or in companies approved for work practice by the other partner.
2. **Staff mobility** of 2 days-2 months duration may be arranged at the other partner’s organisation or partner network
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| 1. **Organisations signing the Memorandum of Understanding**
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| **Partner 1. Sending organization/ company** |
| Country |  |
| Name of organisation |  |
| Address |  |
| Telephone |  |
| E-mail |  |
| Website |  |
| Contact person |  |
| Telephone |  |
| E-mail |  |
| Organization ID:  |  |
| **Partner 2. Supporting organization** |
| Country |  |
| Name of organisation |  |
| Address |  |
| Telephone |  |
| E-mail |  |
| Website |  |
| Contact person |  |
| Telephone |  |
| E-mail |  |
| Organization ID:  |  |

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| 1. **The training program(s) or qualification(s) covered by this MOU**
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| **Qualification 1: Vocational Qualification in Social and Health Care, Practical Nurse, Study program in Children’s and Youth Care Education, Mental Health and Substance Abuse Welfare Work or Elderly Care** |
| Target groups | ApprenticesStaff |
| Unit(s) of learning outcomes for the mobility phases (refer to enclosure in the annex, if applicable) | The actual learning outcome will be the same as that for local students/apprentices in the host country at the same level of training and in the same VET program. This will be specified in the Learning Agreement. |
| **Qualification 2: Vocational Qualification in Hotel, Restaurant and Catering Services, Study program in Restaurant and Catering Services** |
| Target groups | ApprenticesStaff |
| Unit(s) of learning outcomes for the mobility phases (refer to enclosure in the annex, if applicable) | The actual learning outcome will be the same as that for local students/apprentices in the host country at the same level of training and in the same VET program. This will be specified in the Learning Agreement. |
| **Qualification 3: Vocational Qualification in Business and Administration, Study program in Customer Service and Sales or Accounting and Office Services** |
| Target groups | ApprenticesStaff |
| Unit(s) of learning outcomes for the mobility phases (refer to enclosure in the annex, if applicable) | The actual learning outcome will be the same as that for local students/apprentices in the host country at the same level of training and in the same VET program. This will be specified in the Learning Agreement. |

Other training programs of interest for Mobility:

**Qualification 4: Vocational Qualification in** **Mechatronics subjects** and study program in electrician cars mechanics.

**Qualification 5: Vocational Qualification in Crafts and Design**, Artisan, Study program in Handicraft design and production
**Qualification 6: Vocational training within Building and Construction**, such as bricklayer, carpenter, plumber, concrete worker, joiner, roofer and painters.

*where necessary, further tables can be annexed with other training programs*

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| 1. **Contracting terms in line with Guidance for working with supporting organisations**
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| **4.1 Responsibilities and Tasks to be carried out by Sending Organisation (Norway): (ref.to “Guidance for working with supporting organisations”, Call 2023, point 8.1)** |
|  | * Ensure overall responsibility for project quality and compliance with Erasmus+ quality standards.
* Financial management of the programme funds.
* Contact with the National Agency.
* Reporting on implemented activities (or any form of access to the project data in Erasmus IT tools).
* Decisions that directly affect the content, quality and results of the implemented activities (such as the choice of activity type, duration, and the hosting organisation, definition and evaluation of learning outcomes, etc.)
* Delegate only non-core tasks to the supporting organisation (not financial management, reporting to the National Agency, or final selection of host organisations). Multiple host organisations may be proposed for consideration.
* Monitor and evaluate the performance of the supporting organisation.
* Register the supporting organisation in the Erasmus+ reporting system.
* Provide adequate training and guidance to the supporting organisation.
* Ensure compliance with legal requirements in Norway, including insurance and health and safety measures.
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| **4.2 Responsibilities and Tasks to be carried out by Supporting Organisation (Host Country): (ref.to “Guidance for working with supporting organisations”, Call 2023, point 8.1)** |
|  | * Tasks that can be performed by supporting organisations are limited to practical, logistical and auxiliary tasks, such as:
* Assist with logistical arrangements if nersessary in host country: travel, visas.
* Assist with accommodation of acceptable standard: safe, clean, healthy, without mould and with access to necessary facilities. If meals are included, they should be of good quality.
* Support language training and cultural integration of apprentices.
* Identify and propose to sending organisation, but not decide on, internship placements and companies.
* Identify, propose and ensure, but not decide, whether host companies meet quality requirements and are relevant to the apprentices' field of study.
* The number of hours daylig in practice work for apprentices can be discussed for and between sending organisation and hosting organisation and not be shorter than one normal training day in Norway 7,5 hours.
* Gathering information about the education system in host countries.
* Assisting with the practical arrangements for the preparation and training og participants and/or mentors at hosting company/ school (NB! deciding on content and supervising the preparation remains the beneficiary’s task).
* Provide guidance and ongoing support to apprentices outside working hours, throughout their stay abroad.
* Ensure regular reporting to the sending organisation.
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| * 1. **Quality Control Mechanisms. (ref.to “Guidance for working with supporting organisations”, Call 2023, point 8.2)**
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|  | To maintain high standards, the following measures will be implemented:* Compliance with Erasmus+ Quality Standards attached to this document.
* The supporting organisation must regularly report to the Erasmus+ beneficiary or sending organisation about the services performed within the framework of this contract with the following frequency: every month during ongoing mobility.
* On request of the Erasmus+ beneficiary or sending organisation, the supporting organisation must provide any additional information regarding the implemented services that is required for the purposes of reporting and monitoring of the relevant Erasmus+ project.
* The supporting organisation must record and report to the Erasmus+ beneficiary or sending organisation any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the supporting organisation is taking to resolve it.
* In case of subcontracting: The supporting organisation must not subcontract and have the contract performed by third parties without prior written authorisation from the sending organisation. In the case of subcontracting being authorised, the subcontractor remains bound by its contractual obligations and is solely responsible for the performance of this contract. Exsample of possible subcontracting: in case of renting of accomodation of good standard (as pointed in 4.2) and renting of transport for transfering logistics. All suggested by supporting organisation prices of subcontracting services must be clarify with and written authorisation by sending organisation.
* Immediate notification of issues affecting quality or service delivery.
* Use of participant feedback and surveys for quality improvement.
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| * 1. **Consequences in case of poor or failed delivery. (ref.to “Guidance for working with supporting organisations”, Call 2023, point 8.3)**
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|  | * Erasmus+ beneficiary or sending organisation should not have to pay for supporting organisation’s poorly delivered or failed tasks.
* Erasmus+ beneficiary’s or sending organisation’s contract should separate payments to the supporting organisation into instalments, with the last payment made after all services have been provided at sufficient level of quality.
* If the supporting organisation fails to provide the service in accordance with the contract (‘unperformed obligations’) or if it fails to provide the service in accordance with the specified quality standards (‘low quality delivery’), the Erasmus+ beneficiary or sending organisation may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low-quality delivery.
* If the standard of accommodation is not as expected, then price reduction for services will follow.
* If a new accommodation is necessary the extra coasts will be divided equally between the sending and the supporting organisations.
* The Erasmus+ beneficiary or sending organisation must formally notify the supporting organisation of its intention to reduce payment, the reasoning and the corresponding amount.
* The supporting organisation has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.
* If the supporting organisation submits observations, the Erasmus+ beneficiary or sending organisation, taking into account the relevant observations, must notify the supporting organisation of its final decision
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| * 1. **Force majeure and flexibility mechanisms**
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|  | Unforeseen events can take place during implementation. Erasmus+ beneficiary or sending organisation are not liable to pay the supporting organisation for services that you have not actually been able to use. Within the rules of the Erasmus+ programme, unforeseen events that take place out of control of the beneficiaries are referred to **as ‘force majeure’. The definition of FM:***‘Force majeure, FM’: any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as force majeure: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of force majeure”.***Provisions on actions and obligations in cases of force majeure:*** If a party is affected by force majeure, it must immediately notify the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.
* A party is not liable for any delay or failure to perform its obligations under the contract if that delay or failure is a result of force majeure. If the supporting organisation is unable to fulfil its contractual obligations owing to force majeure, it has the right to remuneration only for the services actually provided.
* The parties must take all necessary measures to limit any damage due to force majeure.
* The beneficiary organisation or sending organisation may cancel or reschedule any contracted services free of charge if their delivery is affected by force majeure events.

Clause enabling rescheduling of services when no force majeure has taken place:Partners are agree to provide sufficient flexibility in case of necessary changes during implementation when no force majeure has occurred: Within the period of this MOU, the receiving organization or the sending organization may reschedule an agreed service free of charge, provided that it notifies the supporting organization **3 weeks in advance.** |
| * 1. **Financial Terms and Payment Conditions**
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|  | * If the supporting organization receives payment, payment terms, milestones, and potential refunds for non-delivery must be specified. Payment for all undelivered services must be specified and returned to the sending organization.
* Unforeseen costs and budget adjustments must be approved in writing.
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| * 1. **Risk Management and Unforeseen Events**
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|  | * If mobility is interrupted due to illness or cancellation by the host organisation, alternative solutions will be considered.
* Procedures for early return or modifications to the stay must be discussed and agreed about depending on the situation. All economical questions must be resolved in line with the Partner's Obligations and Quality Standards.
* Each party must immediately notify the other of any events preventing them from fulfilling their obligations.
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| * 1. **Legal and Administrative Aspects**
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|  | * Compliance with GDPR and data protection regulations.
* Clarification of legal obligations in case of disputes.
* Specific requirements related to apprentices' working conditions and occupational safety in Norway and the host country must be clarified before mobility.
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| * 1. **Long-term Cooperation and Further Development**
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|  | * Description of how the partnership may develop beyond the current project, e.g., through future Erasmus+ initiatives or joint workshops.
* Identification of areas for strengthened collaboration, knowledge exchange, or expanded mobility opportunities.
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| 1. **Division of responsibility in connection with mobility periods**
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|  Responsibility | As sending partner | As supporting partner |  |  |
| Preparation of MOU | x | x |  |  |
| Provide the sending/hosting companies and the participants with all necessary information (contact person etc.) and documents to be signed before, during, and after the mobility period | x | x |  |  |
| Guarantee information and communication between partners | x | x |  |  |
| Identify and propose, but not decide on, internship placements |  | x |  |  |
| Deside on internship placements. | x |  |  |  |
| Guarantee and organize suitable work and training placement in the professional field of the student/apprentice or staff |  | x |  |  |
| Ensure that host companies meet quality requirements and are relevant to the apprentices' field of study, sign Learning Agreement, drafted by the sending and host partners, at least 3 weeks before placement. | x |  |  |  |
| Select, inform, and prepare the student/apprentice or staff | x |  |  |  |
| Arrange insurance (travel, health, work, accident, and liability) | x |  |  |  |
| Identify, provide information about cost of living, renting of flat. Propose, but not decide about the accommodation |  | x |  |  |
| Arrange accommodation of acceptable standard for student/apprentice/staff |  | x |  |  |
| Provide Safety instruction, working clothes and safety equipment if necessary |  | x |  |  |
| Provide funding for meals during the mobility period | x |  |  |  |
| Provide funding for cost of living | x |  |  |  |
| Arrange travel from Norway to host country | x |  |  |  |
| Arrange travel in host country | x | x |  |  |
| Ensure that host companies organize tutoring in the company  | x | x |  |  |
| Ensure that host companies carry out assessment and sign Learning Agreement Complement during the last day of practice | x | x |  |  |
| Participate in feedback of the whole work-based learning period | x | x |  |  |

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| 1. **Assessment, documentation, validation and recognition**
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| By signing this Memorandum of Understanding, we confirm that we have discussed the procedures for assessment, documentation, validation and recognition and agreed on how this will be done (according to each individual Learning Agreement (LA) and Learning Agreement Complement (LAC). |
| 1. **Validity of this Memorandum of Understanding**
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| This Memorandum of Understanding is valid from: **03.01.2025 to 31.12.2029** |
| 1. **Evaluation and review process**
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| The work of the partnership will be evaluated and reviewed every year by 31 of June. |
| 1. **Signatures**
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| **For sending organization/company** | **For supporting organization**  |

Name: Name:

Signature: Signature:

Place: Place:

Date: 03.01.2025 Date: 03.01.2025

Attachment: Erasmus Quality Standards 2020 and Guidance for working with supporting organizations 2023