

## **SMART WORKING EXPERIENCE – LETTER OF AGREEMENT**

### **THE FOLLOWING AGREEMENT IS BETWEEN:**

The company: AquaBioTech Limited – AquaBioTech Group  
(Address) Central Complex, Naggar Street, Targa Gap, Mosta, MST 1761 MALTA G.C.  
Represented by: Shane A. Hunter – For and on behalf of the company  
Hereafter denominated “**HOSTING COMPANY**”

The organisation: Malta Vocational Centre Association  
(Address) Azzopardi flt 2 - Parisio Street, Sliema - SLM 1225 MALTA  
Represented by: Valentina Manuela Pecora  
Hereafter denominated “**PROMOTING ORGANISATION**”

**The following terms and conditions are agreed as follows:**

### **Article 1- Contract object**

Both entities declare to co-operate in the management of the following project activities:

SMART WORKING EXPERIENCE (SWE)  
Within the JOBMATCH2020 project  
In the INTERREG V-A ITALY MALTA programme

**For this reason, the partners agree that:**

- The mobility project will take place online on a specific provided platform, through the use of the Smart Working Tool, and will last 45 working days, starting on **16<sup>th</sup> November 2020 and ending on 22<sup>nd</sup> January 2021.**
- The total number of participants is ten (10) Italians (Sicilian residents), older than 18.



The promoting organisation requires to the hosting company the assumption of the following responsibilities (as defined in detail in the Article 2 – Terms of engagement – of the contract):

- To provide the online working experience in the blue & circular economy, environmental protection or quality of life sectors.
- To use the Smart Working Tool (for both tutors and trainees) to interact with trainees and for all other useful information.
- Every smart working experience will last **forty-five (45)** working days.
- Latest completion terms have been settled by **22<sup>nd</sup> January 2021**.
- After the smart working experiences completion, a week is given to finish and finalise the project works and review them together with the company tutor and for the evaluation of customer satisfaction and follow-up activities.
- By **31<sup>st</sup> January 2021**, all inherent activities must be absolutely completed and finalised.
- To provide internal tutoring and mentoring activities within the placement.
- To internally evaluate the competences acquired by the participants.
- To organise and manage suitable project works for the participants, in accordance with the objectives and lines defined in the JobMatch 2020 project.
- The company will remain available for support and information until the project end date (**15<sup>th</sup> February 2021**).



## Article 2- Terms of engagement

### The HOSTING COMPANY engages to assume the following commitments:

1. Send to the promoting organisation the bank account (IBAN, name and address of the bank, name of the account owner/holder) for the payments.
2. Set up the smart working agreement of the participants in cooperation with the promoting organisation (including personal and professional competences developed by participants).
3. Organise the online training placement of participants.
4. Assign an individual and dedicated tutor to support each participant.
5. Communicate to the promoting organisation the name of the different tutors assisting the participants.
6. Organise for each participant: 45-day smart working programme, administration and preparation of the participants, smart work placement tasks, internal monitoring, evaluation and tutoring.
7. Share with participant the chosen materials, based on the objectives set for the different project-works to be produced by the trainees.
8. The company tutors will assign each trainee the tasks on a daily basis within the project management platform, in order to achieve the training objectives.
9. Creation of usable materials for the participants. The work material will be created digitally, so that participants can carry out the assigned tasks directly online.
10. Analysing the results produced by trainee and providing a return feedback.
11. Using of tools suitable for remote e-working: i.e. apps to communicate (instant messaging, video calls, e-mails, etc.).
12. Collaboration and creation of materials: i.e. texts, worksheets, presentations, tests and verifications.
13. Sharing of tools and materials through the platform, directly and virtually in the company, exchanging communications and information, assigning/delivering tasks and giving assessments.

14. Supporting trainees: the trainees will always be tutored and mentored, in carrying out the SWE, by the tutors even if the work and professional experience will take place by remote; for this purpose, chats or other tools will be used so to make possible to respond, give explanations, provide feedback on the activities carried out.
15. Responding to a final customer satisfaction questionnaire and to intermediate evaluation questionnaires.
16. Keep constant contact with the promoting organisation in order to obtain good results of the project and to give information about any problem that may put the programme at risk.
17. Inform the promoting organisation immediately in case of problems on a placement and agree with the promoting organisation for the problem resolution.
18. Participate to the evaluation of the working period of the participants as defined by JobMatch 2020 project.
19. Prepare for the participants, at the end of the programme, training certificates. All the certificates will be uploaded on the platform at the end of the programme.
20. Cooperate with the promoting organisation for the set-up of the due smart working documentation.
21. Acknowledges that all of the material used by the Promoting Organisation is provided on a single use basis and that there is no transfer of ownership in the material used with all copyright © remaining with the Promoting Organisation
22. Make a final report in English for the project and send it to the promoting organisation.

**The PROMOTING ORGANISATION engages to assume the following commitments:**

1. Inform and select the participants.
2. Provide an information-preparation session on the use of the Smart Working Tool (for both tutors and trainees), on how to interact between trainees and company tutors and all other useful information.

3. Sign the Agreement with the hosting company.
4. Send to the hosting company information about educational background of the participants before their smart working experience.
5. Set up the working agreement of the participants in cooperation with the hosting partner (including personal and professional competences).
6. Coordination of set up, management and evaluation of the placements.
7. External monitor and tutoring of the Smart Working Experience activities.
8. External evaluation of the competences achieved by the participants in cooperation with the tutor of the hosting partner.
9. Final certification of the competences achieved by the participants.
10. Administration, coordination, organisation and management of the project.
11. Monitor and evaluate the Smart Working Experience (SWE) phase.
12. Disseminate the SWE results.

### **Article 3 - Price and Commission**

MVC Ltd provides for the recognition of **€13,500.00 including VAT at 18%** for each individual participant, for the services included in the art.2. For a maximum amount of **€13,500.00 including VAT at 18%** for all ten participants in total.

The payment to the hosting company, in the indicated bank account, for a total amount of **€13,500.00 including VAT at 18%** will be done in three instalments:

- i. the first payment of **€6,750.00**, equal to fifty percent (50%) of the total amount, before starting of SWE;
- ii. the second payment of **€4,050.00**, equal to thirty percent (30%) of the total amount, after one (1) month from the starting of SWE (half of the period);
- iii. the final payment of **€2,700.00€**, equal to twenty percent (20%) of the total amount, at the end of the project, when the MVC will get the final balance of the project (after having received the final report from the partner).

## **Article 4 - Confidentiality**

All data and information agreed between the promoting organisation and the hosting company under this Smart Working Experience – Letter Of Agreement shall be held confidential during the continuance of this Agreement and for a period of five (5) years thereafter and shall not be divulged in any way to any third party, without the prior written approval of all the Parties.

## **Article 5 – Duration**

This Partnership Agreement shall be effective on the day of the last signature and shall terminate upon notice of either party to the other by **15<sup>th</sup> February 2021**.

## **Article 6 – Misconduct**

Failing amicable settlement, the courts of the city of the promoting organisation shall have sole Jurisdiction to rule on any dispute between the contracting parties in respect of this agreement.

## **Article 7 – Disagreement**

In the event of any controversy, claim, question, disagreement or dispute (collectively the “Dispute”) arising out of or relating to this Agreement, or the relationship between the Parties, the Parties shall first use their best efforts to resolve the Dispute through negotiation.

During negotiation, the Parties shall, without delay, continue to perform their respective obligations under this Agreement that are not related to the Dispute. To invoke the dispute resolution procedures set forth in this Article, the invoking Party shall give to the other Party written notice of its decision to negotiate. The notice shall include a detailed description of the issues subject to the Dispute and a proposed resolution thereof.

Within five (5) business days after the written notice has been received by the other Party, both Parties shall designate representatives to settle the Dispute. The designated representatives shall consult and negotiate with each other in good faith and attempt to

reach a just and equitable resolution satisfactory to both Parties within fifteen (15) business days after the deadline for designation of the representatives. If those designated representatives do not timely resolve the Dispute through negotiation, the article 6 of this Agreement is applied.

On behalf of **MVC Ltd**

On behalf of **AquaBioTech Limited**

Date: 23rd October 2020

Date: 19<sup>th</sup> October 2020

Place: Sliema, Malta

Place: Targa Gap, Mosta

Signed by:

Valentina Manuela Pecora

Signed by:

Shane A. Hunter

  
**Malta Vocational Centre LTD**  
**Identification n. C48746**  
-----**Vat n. MT-2004-3107**

Signature and seal

  
-----

Signature and seal



