

Apprenticeship for the Development of Design Thinking(ADDET)



MEMORANDUM OF UNDERSTANDING



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Agreement Template

Main Aspects

Depending on the country and on legal regulations the apprentice will have to sign an agreement or a contract.

Below is the list of the fundamental aspects the agreement contain:

- Identification of all parties (company and/or VET centre, apprentice)
- Name, address, etc.
- Agreement between the parties
- Contents (subject)
- Tasks (plan)
- Deadlines/periods
- Resources
- Responsible persons
- Rights and duties (each of the parties)
- Date and place
- Signature and stamp of all parties

*This agreement template must be adapted according to national regulations.

MEMORANDUM OF UNDERSTANDING

Agreement between.... (company name) and(institution name)

This Memorandum of Understanding hereinafter referred to as the “Agreement” is entered into the

... [company's name] with its registered office and address in ... [address] , [VAT No]..... represented by the Chief Executive Officer/Managing Director ... [full name], hereinafter referred simply as ...(company abbreviation) collectively referred to as the “Parties”.

... [company's name] in the following referred to as ...,

and

... [Project partner institution's name], hereinafter referred to as ...
conclude this framework agreement for vocational education and training.

The parties have mutually agreed upon the following terms and conditions relative to their negotiations and the basic terms.

Article 1

Objective of the agreement

This framework agreement regulates the conditions and performances between the contracting parties, which are part of the process to develop vocational education and training in ... [country's name], in the profession of...(field area) .

The purpose of the present Memorandum is to facilitate collaboration between the Parties here to in matters of common interest to them, and to establish the arrangements necessary for the implementation of the Memorandum.

They agree to carry out monitoring and evaluation activities to assess the impact of activities on participating organizations.

Article 2

Implementation of the training

The training period covers ...(the number of years) years. It starts at xx.xx.xxx and ends at xx.xx.xxxx.

The training takes place at two learning places:

- at ... [company's name], where the practical training content is taught;
- at ... [institution's name], where the theoretical knowledge of the profession is taught.

The scope of the practical training is defined in the training contract between the company and the apprentice.

The scope of the theoretical training covers as a whole ...(hours) hours. The corresponding schedule is part of the annex to this agreement.

The training period ends with the completion of the final examinations required by applicable ... [country's name] law.

If the apprentice does not pass the final examinations, his apprenticeship is extended until the next possible examination.

Article 3

Duties of ... [company's name]

Within the framework of vocational education and training ... [company's name] practically trains ... [number of apprentices] apprentices in the profession of ... (field area)

In order to participate in the theoretical part of the training, the apprentices are going to be send to the ... [institution's name].

The obligations of ... [company's name] towards the... [institution's name] are the result of the contract concluded between the two parties on ... [date].

Article 4

Duties of ... *[institution's name]*

The ... *[institution's name]* conducts the training according to the framework curriculum of the respective profession, which has been coordinated with the competent authority of the public administration in ... *[country's name]*.

The ... *[institution's name]* informs the ... *[company's name]* about the prerequisites that the apprentices must fulfill in order to be able to take part in the theoretical training course. For further details, please see the schedule in the annex on the distribution of theoretical and practical training.

The ... *[institution's name]* undertakes the appropriate measures necessary in order to carry out the theoretical training of the respective profession.

The learning group consists of the apprentices whose practical training is carried out in different training enterprises.

After completing the final examinations, the ... *[institution's name]* will provide the apprentices a state-recognized certificate which demonstrates the acquired professional qualification.

Article 5

Liability and force majeure

Each contracting party shall be liable to the other contracting parties for the breach of contractual obligations. Exceptions are cases of force majeure.

Force majeure, e.g. natural disasters, labour disputes, unrest, armed conflict or terrorism which lead to unpredictable consequences for the performance of the contract shall relieve the contracting parties of their performance obligations for the duration of the disturbance and to the extent of their impact, even if they are in default. Automatic contract resolution is not associated with this. The contracting parties are obliged to notify themselves of such events and to adapt their obligations to the changed circumstances in good faith.

If, in the event of force majeure, performance of the contract becomes impossible in the long term, the contracting parties are entitled to terminate the agreement.

Article 6

Term of the agreement

The agreement shall enter into force on the date of its signature.

The agreement term ends on **xx.xx.xxxx (date)** for the training period beginning on **xx.xx.xxxx(date)**.

The contracting parties may extend the contractual relationship by mutual agreement as often as the will of all parties shows.

Article 7

Termination of the agreement

The foregoing agreement may terminate as follows:

- by a consensual written declaration by all contracting parties.
- by expiry of the agreed term (see Art. 6).

- each contracting party may terminate the agreement without notice for good cause, in accordance with the legal provisions. Any claims for damages remain unaffected.

Article 8

Final provisions

This agreement and its annexes constitute the entire agreement of the contracting parties. There are no silent, verbal or written ancillary agreements. Amendments and additions to this contract require their written form to be effective. This also applies to the amendment or abolition of this font clause.

The contracting parties undertake to keep silence about all their business matters acquired within the framework of vocational education and training.

Should provisions of this contract be wholly or partly null, invalid or unenforceable, or lose their legality or feasibility later, the validity of this agreement shall not be affected. The same applies to the extent that a breach should arise in the agreement. In place of the ineffective or impracticable regulation or the filling in of the contractual gap, the parties will make an appropriate regulation which, as far as legally possible, comes closest to

what the contracting parties had wanted or according to the purpose and purpose of the agreement.

The parties to the contract undertake to carry out a mediation procedure in the event of disputes arising from this agreement before the legal proceedings are terminated, with the aim of an amicable agreement with the aid of a jointly commissioned mediator. The mediation procedure is initiated by written notification of a contracting party. The contracting party has to propose a mediator. The proposal is not binding on the other contracting parties. If the contracting parties cannot agree on a common mediator within one month after receipt of the notification, the mediation procedure shall be deemed to have failed.

This agreement has been made in two copies, one for each party.

The parties agree ... [city], ... [country' name], as the court of their mutual rights and obligations under this agreement ... [country's name] law applies to this agreement.

Done atPlace,date
.....[company's name]

.....(Name of legal representative)
.....(Signature and stamp)

Done atPlace,date
..... [institution's name]

..... (Name of legal representative)
..... (Signature and stamp)

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