



Erasmus+

ERASMUS+ PROGRAMME<sup>1</sup>

KEY ACTION 2: COOPERATION FOR INNOVATION AND THE EXCHANGE OF GOOD PRACTICES

STRATEGIC PARTNERSHIPS FOR ADULT EDUCATION

## PARTNER CONTRACT

This contract, drawn up under the Community Programme “Erasmus+” (Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013), shall govern relations between:

**BAŞISKELE İLÇE MİLLİ EĞİTİM MÜDÜRLÜĞÜ - TURKEY**, registration No,923420407 Serdar Mah. Çoban Dede sok. No:2 41090 Başiskele – Kocaeli, Turkey hereafter named “**the Contractor**”, represented by its Director, **Mr.Cemil AKKAYA** on the one hand

and

**ISTITUTO D'ISTRUZIONE SUPERIORE L. DA VINCI-ITALIA** registration No 940391624, 08045,LANUSEI , – ITALY “**the Partner**”, represented by its Director **Mr. Antonio Piroddi**,

on the other hand,

have agreed as follows:

<sup>1</sup> Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC Text with EEA relevance



## Article 1/ Subject

1. Having regard to the provisions of the decision No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC Text with EEA relevance, the **Contractor** and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement №:2018-1-TR01-KA204-058630** concluded between **the Contractor** and the **National Agency**.

2. The total cost of the project for the contractual period referred to by the **Agreement № : 2018-1-TR01-KA204-058630**, all financing combined, is estimated at **82,870.00 EUR**.
3. The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **82,870.00 EUR** (including all taxes and duties).
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project **№ 2018-1-TR01-KA204-058630** pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.
5. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **№ 2018-1-TR01-KA204-058630** under the Agreement **№ 2018-1-TR01-KA204-058630** passed between the **National Agency** and the **Contractor**.
6. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

## Article 2/ Duration

1. The project referred to in Article 1 has a duration of **24 months**. It starts **at 01.10.2018** and ends on **30.09.2020**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7.1.
3. The period of eligibility of the costs starts on **01.10.2018** and finishes on **30.09.2020**.



### Article 3/ Obligations of the Contractor

The Contractor shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency** and the **Contractor**;
2. to send to the Partner a copy of the Guidelines for Administrative and Financial Management and Reporting, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement № **2018-1-TR01-KA204-058630** concluded with the National Agency;
4. to define in conjunction with the Partner the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
5. to comply with all the provisions of Agreement № **2018-1-TR01-KA204-058630** binding the **Contractor** to the **National Agency**.

### Article 4/ Obligations of the Partner

The **Partner** shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement № **2018-1-TR01-KA204-058630** concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement № **2018-1-TR01-KA204-058630** binding the **Contractor** to the **National Agency**;
3. to communicate to the **Contractor** any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the **Contractor**, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Contractor** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.



## Article 5/ Financing

1. The total expenditure (including all taxes and duties) to be committed by the Partner for the period covered by this contract is estimated at **11,750,00 EUR**, as it is set in Annex III. The Grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:
  - a) Eligible costs and the Financial rules as specified in Annex II to this Contract;
  - b) Estimated Budget as specified in Annex III to this Contract.

## Article 6/ Budget Transfers

Without prejudice to Article II.10 of the General Conditions and provided that the Project is implemented as described in Annex I (Project application), the Contractor and the Partners are allowed to adjust the estimated budget set out in the Project, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.11 of the General Conditions provided that the following rules are respected:

1. The Parties are allowed to transfer up to 40% of the funds allocated for Project Management and Implementation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/teaching/training activities, and Exceptional Costs to any other budget category with the exception of the budget categories Management and Implementation and Exceptional Costs.
2. Any budget transfer shall result in an increase of maximum 40% of the amount awarded to that budget category as specified in Annex III.3. The beneficiaries are allowed to transfer funds from any budget category to the budget category Special Needs Support, even if no funds are allocated for Special Needs Support as specified in Annex III. In such case the maximum increase of the budget category Special Needs Support shall not apply.

## Article 7/ Payments

1. The Contractor commits himself to carrying out payments, less any expenditure incurred on behalf of the Partner, relating to the subject matter of this contract to the Partner according to the achievement of the tasks and submission of supporting documents.
2. Payments will be undertaken by the Contractor to the Partner using the following schedule and contingent upon Partner providing all required documents, completing agreed tasks and attending all meetings as agreed:



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- 1st payment:** 40% upon signing of the internal contract 4700 €
- 2nd payment:** 40% upon completion of agreed tasks and outputs in the work Programme and outputs in the work programme defined for the first 6 months – 4700 €
- Final payment:** Up to 20% the balance will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received – 2.350 € max.

2. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the “Strategic partnerships in the field of education, training and youth” financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Contractor** in order for the **Contractor** to be able to fill out the Interim and Final Reports for the Agreement № **2018-1-TR01-KA204-058630**, concluded with the **National Agency**.
4. The final payment as mentioned in Article 7.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

## Article 8/ Bank account

All the payments to be sent by the Contractor to the following bank account:

**Account Holder** : ISTITUTO DI ISTRUZIONE SUPERIORE “L. DA VINCI” LANUSEI  
**Bank name** : INTESA SAN PAOLO  
**Bank Address** : VIA MARCONI,69 - LANUSEI  
**IBAN** : IT10P0306985331100000046006  
**SWIFT Code** : BCITITMM

## Article 9/ Reports

1. The Partner shall provide the **Contractor** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **15 May 2019** at the latest.
2. The Partner shall provide the **Contractor** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **15 June 2020** at

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the latest.



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### **Article 10/ Monitoring and supervision**

1. The Partner shall provide without delay the **Contractor** with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the **Contractor** any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article XX of the agreement № 2018-1-TR01-KA204-058630 apply *mutatis mutandis* to the contractor and partner.

### **Article 11/ Liability**

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Partner shall protect the **National Agency**, the **Contractor** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the **National Agency**, the **Contractor** or their personnel.

### **Article 12/ Termination of the contract**

1. The **Contractor** may terminate the contract if the Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the Partner by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the **Contractor**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

### **Article 13/ Jurisdiction clause**

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1. Failing amicable settlement, the Courts of **Turkey** shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the law of **Turkey**.

#### **Article 14/ Amendments or additions to the contract**

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

#### **Annexes**

Annex I – Project Proposal (Submitted Application Form)

Annex II – Financial and Contractual Rules

Annex III – Detailed Budget

Done at KOCAELI / TURKEY, in two copies.

For the **Contractor**,

For the **Partner**,

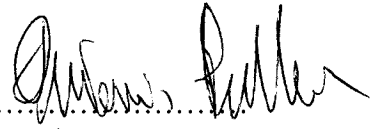
The legal representative

The legal representative

**Cemil AKKAYA, Director**

**Antonio Piroddi, Director**

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(date)

29/11/2018  
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(date)