



Erasmus+ Programme

2014-2020

Key Action 2: Strategic Partnership Projects

AGREEMENT n° (2019-1-TR01-KA204-077109)

MODEL CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER ORGANISATION

A contract between the Coordinator and each partner organisation should be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement n° 2019-1-TR01-KA204-077109 This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+), shall govern relations between:

KIRKLARELİ ÜNİVERSİTESİ,
Higher Education Institution (Tertiary level)
Kirklareli Universitesi Rektörlüğü, Kayali Kampusu, Kofcaz Yolu Uzeri, 39100
KIRKLARELİ
VAT No: TR5581113912

hereafter named "the Coordinator", represented by Prof. Dr. Bülent ŞENGÖRÜR,
Rector,
on the one hand and

ÇANAKKALE ONSEKİZ MART ÜNİVERSİTESİ
Higher Education Institution (Tertiary level)
Barbaros, 17100 Kepez/Çanakkale Merkez/Çanakkale
ÇANAKKALE – TURKEY
VAT No: TR2160539235

hereafter named **"the partner"**, represented by *Prof. Dr. Sedat MURAT*, Rector
on the other hand,

Which have agreed as follows:

Article 1/Subject

AGREEMENT n° (2019-1-TR01-KA204-077109)

Partner signature

1. Having regard to the provisions of 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, the **Coordinator** and the Partner Organisation commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement n° 2019-1-TR01-KA204-077109 concluded** between **the Coordinator** and the **National Agency**.

The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be **254615 EUR** *Agreement n° 2019-1-TR01-KA204-077109*

2. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 2019-1-TR01-KA204-077109 pursuant to the rules laid down at Community level, particularly in Annex III – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° 2019-1-TR01-KA204-077109 under the Agreement n° 2019-1-TR01-KA204-077109 passed between the **National Agency** and the **Coordinator**.
4. 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

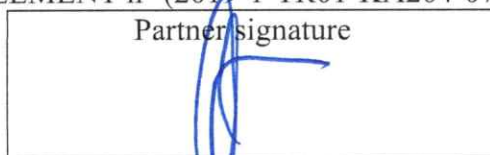
1. The project referred to in Article 1 has a duration of **32 months**. It starts on **[14.10.2019]** and ends on **[13.06.2022]**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7.1.
3. The period of eligibility of the costs starts on **[14.10.2019]** and finishes on **[13.06.2022]**.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

AGREEMENT n° (2019-1-TR01-KA204-077109)

Partner signature



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 **Coordinator**;
2. to send to the Partner Organisation a copy of the Agreement n° 2019-1-TR01-KA204-077109 and its annexes, concluded with the National Agency, of the Financial and Contractual Rules, 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 n°-2019-1-TR01-KA204-077109 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 n° 2019-1-TR01-KA204-077109 binding the **Coordinator and Beneficiaries** to the **National Agency**.

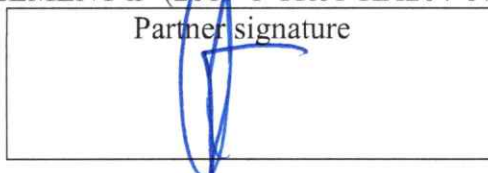
Article 4/Obligations of the Partner Organisation

The Partner Organisation 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 no 2019-1-TR01-KA204-077109 concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° 2019-1-TR01-KA204-077109 binding the **Coordinator** to the **National Agency**;
3. to communicate to the **Coordinator** 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 **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

AGREEMENT n° (2019-1-TR01-KA204-077109)

Partner signature



Article 5/Financing

1. The Community grant contribution for the Partner shall be a maximum amount of **24555 EUR**.

Article 6/Payments

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the Partner Organisation according to the achievement of the tasks and according to the following schedule:

1st payment: [**9822 EUR**]
2nd payment: [**9822 EUR**]
final payment: [**4911 EUR**]

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.

Article 7/Bank account

[(references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid)]

Bank Name: Türkiye Cumhuriyeti Ziraat Bankası A.Ş.

Bank Address: Barbaros Mah. Prof. Dr. Sevim Buluç Sok. No:60 17020 Merkez/
Çanakkale

Account Name: E-CARE

Account Holder: Çanakkale Onsekiz Mart Üniversitesi, Strateji Geliştirme Daire
Başkanlığı

IBAN: TR360001002294000170015067

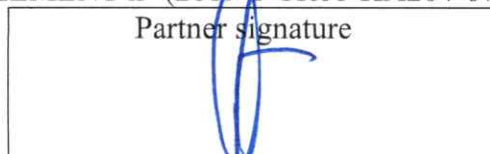
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Article 8/Reports

The Partner shall provide the **Coordinator** 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 date set by coordinator.

AGREEMENT n° (2019-1-TR01-KA204-077109)

Partner signature



1. The Partner shall provide the **Coordinator** 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 date set by coordinator.

Article 9/ Monitoring and supervision

1. The Partner shall provide without delay the **Coordinator** 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 **Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.

Article 10/ 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 Organisation shall protect the **National Agency**, the **Coordinator** 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 **Coordinator** or their personnel.


Article 11/Termination of the contract

1. The **Coordinator** may terminate the contract if the Partner Organisation 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 **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

AGREEMENT n° (2019-1-TR01-KA204-077109)

Partner signature



1. Failing amicable settlement, the Courts of **Kırklareli** 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 13/ 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.

Done at Kırklareli in two copies.

For the **Coordinator**,
Prof. Dr. Bülent ŞENGÖRÜR
Rector

For the **Partner**,
Prof. Dr. Sedat MURAT



AGREEMENT n° (2019-1-TR01-KA204-077109)

Partner signature

