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Agreement for Project Partners Concerning the Partnership

FOR THE IMPLEMENTATION OF THE …………………. PROJECT within the framework of the **ERASMUS+** Higher Education Programme under key action for Innovation.

Agreement number: **…………………………….**

**Identification of the contracting parties:** Ankara Üniversitesi /Ankara-Türkiye

*official legal status or form* **:**

*VAT Number* **:**

*OID number* **:**

full official address **:** Emniyet Mahallesi, Dögol Caddesi, Ankara Üniversitesi Beşevler 10. Yıl Yerleşkesi Yenimahalle/ANKARA

represented by **……………………**(hereinafter referred to as " legal representative”)

 on the on[[1]](#footnote-1)e part, **and**

**(Name of the organization)**

**………………………...…………………………………………...**

ACRONYM*:* LU

*official legal status or form :*  ……………

*full official address :* … ………….

*represented by*… Ina Druviete……………………………………………….

*Official registration No :*

*VAT number* :

*PIC number :*

hereinafter referred to as “the partner”, represented for the purposes of signature of this Agreement by President,……… ……………..

on the other part,

HAVE AGREED

**Article 1.Project Objectives**

The project, …………………… Agreement number: conducted based on the **ERASMUS+** Programme shall contribute to the objectives set out in the Operational Programme.

The General Objectives of the Project are;

-To reduce the amount of waste generated in the classes where art activities are held,

-To ensure the protection of natural resources used for the production of artistic activity materials,

-To increase students' interest in art and their creativity

-To ensure the active participation of disadvantaged students who cannot access the necessary materials for artistic activity classes due to financial inadequacy or geographical factors.

**Article 2.** **Subject of the Partnership Agreement**

Project Partner agrees to fulfill all assumed obligations in time of implementation of this agreement (Agreement number: **…………………………..** in deadlines set in Activity plan and Timeline diagram of planned activities for the above mentioned period, in accordance with project application.

All other conditions and criteria, not least the justification of costs, shall not be changed by this Agreement, but shall remain the same as it has been defined in the Grant Agreement.

*Project tasks/ actions covered by the Co-operation agreement are defined in the Application Form submitted* on:……………………., Submission ID: ……………….

The terms of reference of the project are indicated in the annexes. The annexes comprise:

Annex I **Description of the Project according**, A-O section from *Application Form submitted* on:………….., Submission ID: ………..

Annex II **Budget revised and approved for the project**

Annex III **Mandate[s] provided to the coordinator by the other beneficiary[ies]**

Annex IV **Financial and contractual rules (published on** https://erasmus-plus.ec.europa.eu/sites/default/files/2023-11/2024-Erasmus%2BProgramme-Guide\_EN.pdf

All annexes are an integral part of this Partnership Agreement.

**Article 3: Duration of the Agreement**

This Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period. It shall remain in force until the coordinator has discharged in full its obligations arising from the Grant Agreement with the National Agency.

**3.1** The Agreement shall enter into force on the date on which the last party signs.

**3.2** The period of eligibility of the costs starts on **…………….** and finishes on **…………………**

**Article 4: Financing/ Payment of funds and modalities**

**4.1 Maximum grant awarded**

The grant shall be of a **maximum amount of EURO …………** and shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:

(a) eligible costs as specified in this agreement;

(b) estimated budget as specified in Annex II;

(c) financial rules as specified in Annex IV.

**4.2 Payment of funds and modalities**

The Project Coordinator will transfer the funds to the partner’s account for eligible activities that fully comply with the Work plan only, in accordance with the Grant Agreement and project performance.

The grant received by the partner has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the Grant Agreement. The partners will receive the funds in three parts: 40% at the beginning of the project, 40% after the acceptance of the interim report and 20% after the final report of the project is completed.

The funds to be paid to the partner shall be paid into the following institutional bank account:

| **BANK ACCOUNT INFORMATION** |
| --- |
| INSTITUTIONName and Address of the Account Holder: |  |
| The name of Bank |  |
| Bank Branch Name and Code |  |
| Address of Bank: (City/Country) |  |
| IBAN code |  |
| SWIFT / BIC code |  |

The partner is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Agreement and the Grant Agreement.

In the following table the planned partner budget is given according to the categories of project expenses, and is expressed in Euros, in accordance with the Grant Agreement and the Budget revised and approved for the project:

These expenses should be eligible costs in line with the provisions of the Annexes.

The final amount paid to the partner by the coordinator will be defined only once the total Erasmus Plus grant has been confirmed by the Turkish National Agency (according to the Grant Agreement) after the end of the project.

**4.3 Reporting And Payment Arrangements**

The coordinator shall pay the partner for work completed satisfactorily according to the description and schedule of this work. Payment to the partner shall be made according to the following planned schedule:

* First instalment of pre-financing: The coordinator will transfer 40% of the partner’s total direct costs budget, after the signing of the present contract, provided that the coordinator has received the pre-financing from the Turkish National Agency and bank details are correctly provided by the partner.
* Second instalment of pre-financing: The coordinator will transfer 40% of partner’s direct costs budget after the approval of the Project Interim Report by the Turkish National Agency (after one year of project implementation).
* Balance payment: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments, will be paid to the partner within 30 days after the coordinator receives the final payment from the Turkish National Agency, on condition that the partner has provided the requested eligible supporting documentation to the coordinator within the foreseen deadline. In case that actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, these funds are to be reimbursed to the coordinator at the end of the project.

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article 3.2 the remaining part of the eligible costs incurred by the partner for its implementation. This amount shall be determined following approval of the final report by the Turkish National Agency.

**4.4.** **Language of requests for payments and reports**

The partner shall submit all requests for payments and reports in English.

**4.5** **Conversion of costs incurred in another currency into euro**

Any conversion into euro of costs incurred in other currencies shall be made by the partner at the daily exchange rate established by the European Central Bank and published on its website

(<http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm> ) applicable on

the day when the Grant Agreement (between Coordinator and Turkish National Agency) is signed by the last of the two parties.

**Article 5. Irregularities and repayment of funds**

If the Turkish National Agency should – based on the provisions of the Grant Agreement – request the repayment of EU contribution from the coordinator, the coordinator shall ask the partner that has caused the irregularity resulting in repayment of the EU contribution unduly paid according to the request of the Turkish National Agency.

The partner affected has to repay the requested EU contribution together with the interests chargeable to the coordinator.

The partner affected has to respect the deadline given by the Turkish National Agency to the coordinator for the repayment of EU contribution. The partner has to transfer the requested EU contribution together with the interests chargeable to the coordinator 30 (thirty) days before the abovementioned deadline.

**Article 6. Obligations of the Contractor**

The coordinator shall take all the steps needed to correctly manage the project in accordance with the Application Form submitted to the Turkish National Agency and the Grant Agreement.

In addition the coordinator shall:

* keep the partner informed on a regular basis about all relevant communication between the coordinator and the Turkish National Agency;
* inform the partner about all essential issues connected to the project implementation without any delay;
* be responsible for the verification that the expenditure declared by the partner has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the partners in the frame of the submitted Application Form;
* submit Intermediate Report and Final Report to the Turkish National Agency for the deadline given in the Grant Agreement and its annexes;
* transfer funds to the partner in three instalments as stipulated in Article 4.3.

**Article 7. Specific obligations of the partner**

The partner shall respect all rules and obligations set forth in the Grant Agreement number**: 2023-1-TR01-KA220-HED-000157753**

In addition the partner shall:

* commit themselves to do everything in their power to carry out the activities as specified in the work plan and foster the implementation of the project;
* provide the staff, facilities, equipment and material necessary to perform the project activities;
* support the coordinator to fulfil its tasks according to the Grant Agreement;
* ensure adequate communication with the coordinator;
* ensure that interaction with other partners takes place in continuous and smooth way;
* provide the coordinator without any delay with any information needed to draw up the Interm Report and the Final Report, to react on any request by the Turkish National Agency, or provide with any further information needed by the coordinator;
* inform the coordinator immediately about any delay in the performance of the activates or any circumstance that could lead to a temporary or final discontinuation of the project;
* inform the coordinator about any change in personnel, tasks or procedures of its project team;
* maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
* complete the activities foreseen for each reporting period of the project implementation;
* have the expenditures incurred and paid in the given reporting period and submit the supporting documents on validation of expenditure to the coordinator. The expenditure of the partner not covered by supporting documents on validation of expenditure in the given reporting period can be requested only for the next reporting deadline following to the reporting period concerned;
* comply with Erasmus+ and national rules, including rules on public procurement, state aid, publicity and equal opportunities;

**Article 8. Obligations of the coordinator and the partners**

* The partner is directly and exclusively responsible towards the coordinator for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this Agreement. Should a partner not fulfil its obligations under this contract in due time, the coordinator shall admonish him to fulfil them within a reasonable period of time. The partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the coordinator may decide to debar the partner concerned from the project with approval of the other partners. Turkish National Agency shall be promptly informed of such an intended decision by the coordinator and the change in the partnership has to be approved by Turkish National Agency according to the provisions of the Grant Agreement.
* The coordinator is directly and exclusively responsible for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in the Grant Agreement.
* In case of irregularities the coordinator bears the overall responsibility towards the Turkish National Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a partner, the concerned partner shall repay to the coordinator the amounts unduly paid.

**Article 9. Accounting, Record Keeping and Reporting**

a) Original invoices, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

The partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the partner shall comply with the following:

* to accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement for this project.
* to make available any documentation on project finance and activities required by the Coordinator or by the Turkish National Agency.
* to keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the end of the period covered by the present contract.

b) The coordinator will provide the partner with the appropriate forms for the declaration of activities/ results/ expenses and the respective instructions for their completion.

Only the coordinator can submit implementation reports to the Turkish National Agency by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, the partner has to submit Intermediate Reports to the coordinator consisting of activity reports describing the activities carried out and their outputs and results during the reporting period, and a Final Report. Deadlines for Partner Reports are the following:

The partner has to respect the reporting deadlines of the Grant Agreement, and submit their Partner Report and supporting documents on validation of expenditure to the coordinator in due time as requested by the coordinator, until 10 (ten) working days. The coordinator may reject any item of expenditure which cannot be justified under the project and are not in line with the rules set out in the Grant Agreement and the Guidelines for the Use of the Grant.

c) The Partner Reports should be drawn up in English.

**Article 10. Audits**

For audit purposes the partner shall:

* keep at the Commission’s disposal all original documents, including accounting, or in exceptional and dully justified cases, certified copies of original documents relating to the Grant Agreement for a period of 5 years from the date of payment of the balance;
* enable the responsible auditing bodies of the coordinator and any other outside body authorized by the National Agency or other National Authorities to audit of the use made of the grant;
* give these authorities any information about the project they request;
* give them access to the accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation. Such audits may be carried out throughout the period of implementation of the Grant Agreement until the balance is paid and for a period of 5 years from the date of payment of balance;
* provide the coordinator with any information needed related to such an audit without any delay.

**Article 11. Information and Publicity**

Any publicity measure undertaken by any of the partners must follow the rules applicable to the visibility of EC education and culture programme, and be in accordance to the Grant Agreement.

Information and publicity measures will be coordinated among the partners. The partner is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the ERASMUS PLUS Programme and to ensure the adequate publicity of the project.

The partner takes note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and they agree that the results of the project shall be available for all partners and for the public free of charge.

**Article 12. Language**

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in English.

**Article 13/ Anti – corruption clause**

Contracting parties confirm that they are aware of the fact that this contract shall be null and void if any person in any phase of the contract promises, offers or gives any undue advantage to the representative or agent of a public sector body or organisation on behalf or for the account of another contracting party for the purpose of obtaining business, concluding business under more favorable terms and conditions, omitting due supervision over the implementation of contractual obligations or for the purpose of any other act or omission which causes a public sector body or organisation damage or by which the representative or the agent of the public sector body or organisation, the other contracting party or its representative, agent or intermediary are put, in a position to obtain an undue advantage.

**Article 14. Modifications, Withdrawals and Disputes**

a) Any modification to the present Partnership Agreement shall form the subject of an additional clause to this contract, which shall be submitted for the approval of the project partners.

b) In case of any disputes among themselves, the project partners are obliged to work towards an amicable settlement.

c) Any legal dispute that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Coordinator is domiciled.

**Article 15. Competent and applicable law**

a) This Agreement is governed by the laws of the country of the coordinator.

b) This Partnership Agreement is concluded in English. In case of a translation of this Agreement and its annexes into another language than English, the English version shall prevail.

c) The parties will make an effort to settle any disputes arising from this Agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that Turkey shall be the venue for all legal disputes arising from this contract.

d) In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of Ankara to resolve the dispute under the Turkish law.

**Article 16. Applicable Law, Settlement of Disputes and Enforceable Decisions**

a) The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Belgium.

b) In accordance with Article 272 TFEU (The Treaty on the Functioning of the European Union), the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

**Article 17. Other provisions**

a) Any amendments to this Agreement shall be in writing signed by the coordinator and the partner.

b) Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.

c) If any provision in this Agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

d) The coordinator and the partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the coordinator and the partner.

e) 2 (two) original copies will be made of this Agreement; of which each party keeps one original.

**Article 18. Termination**

In the event that the partner fails to perform any obligations under the present contract or the Grant Agreement, the coordinator may terminate or cancel this Agreement. If the partner or the coordinator breaches the terms of the present contract, the other parties shall have the right to terminate this contract.

The coordinator shall have the right to terminate the present contract if the partner has made false declarations to the coordinator on work carried out or on expenditure. If the present contract is so terminated, the coordinator may require from partner to reimburse all or part of the payments made under this contract.

The grant is governed by the terms of the Grant Agreement, the Partnership Agreements and the applicable rules of the European Union.

**Signatures**

We, the undersigned, declare that we have read and accepted the terms and conditions of this contract as described here before, including the annexes thereto.

**For the coordinator For the partner**

Date and Place Date and Place

……………………………… ………………………………….

Signature Signature

Stamp of the institution Stamp of the Institution

1. [↑](#footnote-ref-1)