

**Call 2021 Round 2 KA2 - Cooperation for innovation and the exchange of good practices  
KA210-VET - Small-scale partnerships in vocational education and training**

**PROJECT NUMBER - [2021-2-TR01-KA210-VET-000048269]**

**MODEL CONTRACT BETWEEN THE COORDINATOR INSTITUTION AND THE PARTNER**

**1**

*A contract between the Coordinator Institution and each Partner has to be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement*

This contract, drawn up under the Community programme Erasmus+ (Council Decision 1999/382/EC of 26/4/99, OJ L146/EC of 11/06/1999), shall govern relations between:

on the one hand;

**İbrahim ERGÜL**, hereafter named "the Coordinator Institution", represented by "MİOX YAZILIM TEKNOLOJİ LİMİTED ŞİRKETİ" Legal Representative

and on the other hand;

**Branislav HADAR** hereafter named "the Partner", represented by "STATNY INSTITUT ODBORNEHO VZDELAVANIA" Legal Representative

Which have agreed as follows:

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<sup>1</sup> The **Contractor** shall be entitled to add other clauses to those indicated here

## Article 1/Subject

1. Having regard to the provisions of Regulation n° 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+, the Union program for education, training, youth and sport, the **Coordinator Institution** and the **Partner** commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement no [2021-2-TR01-KA210-VET-000048269] concluded between the **Coordinator Institution** and the **Turkish National Agency**.

2. The total cost of the project for the contractual period referred to by the Agreement no [2021-2-TR01-KA210-VET-000048269], all financing combined, is estimated at [*the amount mentioned in Article 1.3.1 of the Agreement no*] **30.000,00** EUR (including all taxes and duties).

The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **30.000,00 EUR** [**the amount mentioned in the Agreement° n° 2021-2-TR01-KA210-VET-000048269**].

3. The final financial contribution shall depend on the evaluation of the quality of the results of the project no [2021-2-TR01-KA210-VET-000048269] pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Rules and Reporting, but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project no [2021-2-TR01-KA210-VET-000048269] between the **Turkish National Agency** and the **Coordinator Institution**.
5. 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 **18 Months**. It starts **31/05/2022** and ends on **30/11/2023 at the latest**.
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 **31/05/2022** and finishes on **30/11/2023 at the latest**.

## Article 3/Obligations of the Coordinator Institution;

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 **Turkish National Agency and the Coordinator Institution**;
2. To send to the Partner a copy of the Agreement and its annexes, concluded with the National Agency, of the Administrative and Financial rules, of the various reports and of any other official document concerning the project;
3. The transnational meetings' dates shall be specified according to the religious holidays, weather conditions and workload of the country to be visited.

4. The project will comply with the rules of EU visibility in all processes. The logos of the Turkey Minister of Foreign Affairs-Directorate for EU Affairs-Turkish National Agency and Erasmus shall be used in all printed materials, presentations, dissemination activities.
5. The following sentence shall be included "This project has been carried out within the scope of the Erasmus+ Programme implemented by the Republic of Turkey Minister of Foreign Affairs-Directorate for EU Affairs-Turkish National Agency ( <http://www.ua.gov.tr> ) and through the grant provided by the European Commission".
6. All kind of activities concerning the project shall be published as news on the website belonging to the project to be designed by favour of our partners and also supported with the images.
7. To notify and provide the Partner with any amendment made to the Agreement n° **[2021-2-TR01-KA210-VET-000048269]** concluded with the Turkish National Agency;
8. 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;
9. To comply with all the provisions of Agreement no **[2021-2-TR01-KA210-VET-000048269]** binding the **Coordinator Institution** to the **Turkish 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 concluded between the **Turkish National Agency** and the **Coordinator Institution**;
2. To send to the Coordinator a copy of the Agreement its annexes, concluded with the, of the Administrative and Financial rules, of the various reports and of any other official document concerning the project;
3. To comply with all the provisions of Agreement no **[2021-2-TR01-KA210-VET-000048269]** binding the Coordinator Institution to the Turkish National Agency;
4. All payments to be made to the partners shall be made after the invoices, documents and other documents are completely delivered to the institution by the coordinator.
5. After all kind of mobilities, all partners and coordinator institution shall publish them on their official websites and make news about them. They shall also have the news published on the local and national media organs.
6. All kind of activities concerning the project shall be published as news on the website belonging to the project to be designed by favour of our partner, the STATNY INSTITUT ODBORNEHO VZDELAVANIA and also supported with the images.
7. The project partners shall be responsible for the implementation of the Multiplier Events stated in the project. One copy of the documents such as the invoice related that the events will be realized and the participators' signing sheet shall be sent to the coordinating institution.
8. EU visibility rules will be observed in all activities. The logos of EU Commission, EU Ministry and Erasmus shall be used in all trainings, slides, brochures, website news, other printed materials and images, news programs.
9. The following sentence shall be included "This project has been carried out within the scope of the Erasmus+ Programme (Lifelong Learning or Youth Programme) implemented by the Turkey Minister of Foreign Affairs-Directorate for EU Affairs, Center for European Union Education and Youth Programmes (Turkish National Agency, <http://www.ua.gov.tr>)and through the grant provided by the European Commission".
10. To communicate to the Coordinator Institution any information or document required by the latter that is necessary for the management of the project
11. To accept responsibility for all information communicated to the Coordinator Institution, including details of costs claimed and, where appropriate, ineligible expenses;
12. To define in conjunction with the Coordinator Institution the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.
- 13.

## Article 5/Financing

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **9.220,00 EUR**, *the amount mentioned in the **annex II Detailed Budget of that Agreement***, (including all taxes and duties).
2. The Erasmus+ contribution for the Partner shall be a maximum amount of **9.220,00 EUR**.

## Article 6/Co-financing

### Activity Leading Organisation

1. The Partner "STATNY INSTITUTE ODBORNEHO VZDELAVANIA" will receive **9.220,00 EUR** in total for **all project activities**. The first will be (**7.376,00 EUR**). The last payment will be (**1.844,00 EUR**).
2. The mentioned partner will contribute to the all project activities, transnational project meeting and intellectual outputs for preparing. The partner will carry out all activities in harmony with other project partners.
3. The project activities shall conform to the features specified in the project.
4. After the **STATNY INSTITUTE ODBORNEHO VZDELAVANIA, completes project activities** they will be transferred to the project coordinator, Miox Yazılım Teknoloji Limited Şirketi with all related rights.
5. STATNY INSTITUTE ODBORNEHO VZDELAVANIA responsible for the project activities will carefully arrange the documentation and will be responsible to the coordinator.

## Article 7/Payments

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

1st payment (**7.376,00 Euro**): In 21 days after signing a bilateral contract;

Final payment (balance payment **1.844,00 EUR**): The balance of will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received.

2. All payments shall be regarded as advances pending explicit approval by the **Turkish National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.
3. If the **Turkish National Agency** will not approve a specific product, **Partner** responsible for its development will be required to return all funds provided to them by **Coordinator Institution**
4. Any revenue generated by the project and received by the **Partner** shall be declared in the financial statement and shall limit the Erasmus + financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Coordinator Institution** in order for the Coordinator Institution to be able to fill out the Interim and Final Reports for the Agreement **[2021-2-TR01-KA210-VET-000048269]** concluded with the **Turkish National Agency**.
5. 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

Payments within the Contract shall be made into the following bank account of Partner:

### Bank details:

**Holder of the bank account: Statny institut odborneho vzdelavania**

**Name of the bank: Statna pokladnica**

**Address of the bank: Radlinskeho 32, 810 05 Bratislava 15**

**IBAN- the full account number: SK24 8180 0000 0070 0040 9430**

**Swift Code (BIC): SPSRSKBA**

#### **Article 9/Reports**

1. The Partner shall provide the **Coordinator Institution** 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 **31/12/2022**.
2. The Partner shall provide the **Coordinator Institution** 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 **01/07/2023** at the latest.

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

1. The Partner shall provide without delay the **Coordinator Institution** 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 Institution** 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 II.19 of the agreement **no 2021-2-TR01-KA210-VET-000048269** apply *mutatis mutandis* to the Coordinator Institution and partner.

#### **Article 11/ Liability**

1. Each contracting party shall release the other from 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 **Turkish National Agency**, the **Coordinator Institution** 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 **Turkish National Agency**, the **Coordinator Institution** or their personnel.
3. The Partner accepts and is obligated to pay for the loses the Coordinator Institution shall bear in the case of project not being realized or being delayed as a result of Partner failing to fulfil its obligation and any indemnity and similar payment the National Agency shall claim for this reason.
4. The Intellectual Property Rights of the project belong to The Project Coordinator, "Miox Yazılım Teknoloji Limited Şirketi"

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

1. The Coordinator Institution 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 **Coordinator Institution**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

**Article 13/ Jurisdiction clause**

1. Failing amicable settlement, the Courts of *Adana / 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**

- a) Application document containing the activities of the partner
- b) Project schedule

Done at Ankara, in two copies.

<b>For the Coordinator Institution,</b>	<b>For the Partner,</b>
Miox Yazılım Teknoloji Ltd. Şti.	STATNY INSTITUTE ODBORNEHO VZDELAVANIA
<b>İbrahim ERGÜL</b>	<b>Branislav HADAR</b>
General Manager of Miox Yazılım Teknoloji Ltd. Şti.	Authorized Managing Director of SIOV

Date : 10/06/2022

Date : 31/05/2022