

GRANT AGREEMENT for an ACTION

AGREEMENT NUMBER - 2021-1-TR01-KA220-VET-000034720

Strategic Partnership

Erasmus +
Project Title:

Project Naturalistic Instruction: Exploding and Transferring Evidence-Based Strategies for Early Childhood Inclusion Professionals

Project Acronym:

Project Naturalistic Instruction

MODEL CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER ¹

A contract between the Contractor 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 n° - 2021-1-TR01-KA220-VET-000034720

This contract, drawn up under the action programme in the field of Erasmus+ of the European Parliament and of the Council of 15/11/2006 establishing an action programme in the field of lifelong learning, published in the Official Journal of the EU Council Nr.1288/2013 shall govern relations between:

Prof. Dr. Fuat ERDAL, Rector
Anadolu University
Yunus Emre Campus
26470, Eskisehir, TURKEY

And

Eotvos Lorand Tudomanyegyetem
Egyetem tér 1-3
1053. Budapest, HUNGARY
Represented by Prof. Dr. László BORHY, Rector

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Decision EU Council Nr.1288/2013 establishing an action programme in the field of lifelong learning (Erasmus +), the Contractor and the Partner commit themselves to carrying out the work programme covered by this contract. This work programme comes under the

¹ The **Contractor** shall be entitled to add other clauses to those indicated here

Agreement **Erasmus+ Project** (2021-1-TR01-KA220-VET 000034720) concluded between the Contractor and the TR National Agency.

The total cost of the project for the contractual period referred to by the Agreement no. **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) all financing combined, is estimated at **139 735 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 **139 735 EUR**.

2. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° - **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) pursuant to the rules laid down at Community level, particularly in the Administrative and Financial Handbook, 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 **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) under the Agreement n° (2021-1-TR01-KA220-VET-000034720) **Erasmus+ Project** passed between the TR National Agency and the Contractor.
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 duration of 24 months. It starts on **28/02/2022** and ends on **27/02/2024**.
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 28/02/2022 and finishes on 28/02/2024**.

Article 3/Obligations of the Contractor

The Contractor shall undertake:

1. 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 Agreement n° **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) and its annexes, concluded with the National Agency, of the Administrative and Financial handbook, 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° **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) 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° **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) binding the Contractor to the National Agency.

Article 4/Obligations of the Partner

The Partner shall undertake:

1. 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 n° **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) concluded between the National Agency and the Contractor;
2. to comply with all the provisions of Agreement n° **Erasmus+ Project** (2021-1-TR01-KA220-VET-000034720) 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

The total budget for the Partner allowed by the National Agency for European Educational Programs and Mobility for the project period is **18 755 EUR** (including all taxes and duties). However, due to the budget downsizing in the Exceptional Costs category and resulting direct transfer of the related necessary tasks and costs to the Coordinator, 10% of the partner budget (= **1875,50 EUR**) is reserved for coordinator-administered central project costs.

The Erasmus+ contribution for the Partner shall be a maximum amount of **16 879,50 EUR**.

Article 6/Co-financing

Not relevant.

Article 7/Payments

1. The Contractor 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 prepayment (after receiving the 1st prepayment from NA and after signing the contract with the partner):
7502 EUR (=40%) – 1875,50 EUR (*See Art. 5) = 5626,50 EUR

2nd payment (after approval of the Interim report and receiving the second instalment from the NA: **7502 EUR (=40%)**)

3rd payment (final): **3751 EUR (=20%)**

The final payment: The definite amount of the payment depends on the final evaluation of the TR National Agency.

If the Partner fails to fulfil the contractual obligations it is the right of the Contractor to hold back budget funds until the contractual agreements are fully fulfilled by the Partner – or even relocate budget funds if the ongoing process of the project is in danger due to the failing of the partner.

Possible costs for bank-transfer are covered by the Partner.

The partner within the project cycle must provide following documents:

- a. Identification of Bank account (IBAN, BIC, Account holder, Name of the bank, Account number)
 - b. VAT Identification Form
 - c. Copy of the legal status of the institution (Association, University, SME) if not already uploaded into the relevant EU data base
 - d. The partner is obliged to use the administrative online tool BASECAMP provided by the contractor. Only uploaded documents within the online tool will be accepted by the contractor.
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 Leonardo da Vinci 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 annexes to the Agreement n° **Erasmus+ Project** concluded with the National Agency.

Article 8/Bank account

Account holder: Eötvös Loránd Tudományegyetem

Hungary 1053 Budapest, Egyetem tér 1-3.

IBAN : HU03 1003 2000 0142 6201 0000 0000

BIC (SWIFT) : HUSTHUHB

Name of the bank and address (seat): Magyar Államkincstár / Hungarian State Treasury Ltd.

Hungary 1139. Budapest, Váci út 71.

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 the due date defined by the coordinator.
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 **25/02/2024** at the latest.

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 11.19 of the agreement n **Erasmus+ Project Project (2021-1-TR01-KA220-VET-000034720)** 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

1. Failing amicable settlement, the Courts of **BELGIUM** 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 **BELGIUM**.

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.

Done at **Eskisehir, TURKEY, 13.03.2022** in two copies.



(please specify responsible person have him/her signed)

Prof. Dr. László BORHY, Rector




Prof. Dr. Fuat ERDAL, Rector
Anadolu University
Yunus Emre Campus
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05/05/2022



Dr. Gyula Scheuer
chancellor



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