Bu metin herhangi bir resmî ve bağlayıcı mahiyet taşımayıp iç ortaklık anlaşması hazırlama aşamasındaki yararlanıcılara **yalnızca** fikir vermesi için sunulmaktadır.

Her proje ve iç ortaklık anlaşması kendisine özgü nitelikler taşıdığı için yararlanıcıların her proje için **o projeye uygun** bir iç ortaklık anlaşması hazırlamaları gerekmektedir.

MODEL Partnership Agreement

Project:

Acronym:

Project number:

The present Partnership Agreement, hereinafter referred to as “the Agreement”, is made and entered into by and between,

**xxxxxxxxxxxx**

hereinafter referred to as the “Coordinator”, represented for the purposes of the signature of the Agreement by **xxxxxxx**., the legal representative as defined in the Grant Agreement **xxxxxxx**,

and the following participants:

1. **xxxxxxx**
2. **xxxxxxx**
3. **xxxxxxx**
4. **xxxxxxx**

hereinafter referred to as the “Beneficiaries”, represented for the purposes of the signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex I).

Where a provision applies without distinction to the "Coordinator" and the "Beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "Beneficiaries".

The parties hereby have agreed as follows:

# Article 1

**Subject of the Partnership Agreement**

* 1. This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ KA220- **xxxxxxx** – **Cooperation partnerships in xxxxxxx**, Acronym: **xxxxxxx** (hereinafter referred to as the “Project”).
	2. The Coordinator and the beneficiaries, undertake to act in good faith at all times to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement number **xxxxxxx**, concluded between the Coordinator and Erasmus+ National Agency (Turkish National Agency, hereinafter referred to as the "NA"), related to the above-mentioned project.
	3. The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it.
	4. The Coordinator and the Beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

# Article 2 Duration

* 1. This Agreement shall enter into force on the date of its signature by the last party, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.
	2. The period of eligibility of the activities and the costs shall be in accordance with the dispositions of the Grant Agreement or any subsequent amendments of it.
	3. The present Agreement shall remain in force until the Coordinator has been discharged in full of their obligations arising from the Grant Agreement signed with the NA.

# Article 3 Obligations and responsibilities

* 1. General obligations and role of the Beneficiaries (including the Coordinator).

The Beneficiaries:

* + 1. are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement description of activities in the project proposal, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with the accepted ethical and professional principles;
		2. undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with the EU and national legislation;
		3. shall provide staff, facilities, equipment and other material infrastructure to the extent needed for executing the activities as specified in the work programme;
		4. shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.
	1. Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

* + 1. be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
		2. be the intermediary for all communication between the Beneficiaries and the NA, and inform the Beneficiaries of any relevant communication exchanged with the NA;
		3. inform the Beneficiaries of any changes connected to the Project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
		4. as the sole recipient of payments on behalf of all Beneficiaries, transfer funds to the Beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
		5. manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
		6. comply with all reporting requirements *vis-à-vis* the NA, as per the dispositions of Article 21 and Data Sheet Points 4.1 and 4.2 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
		7. establish payment requests on behalf of the Beneficiaries, as per the dispositions of Article 22 of the Grant Agreement and Data Sheet Points 4.2 and 4.4;
		8. provide the Beneficiaries with official documents related to the Project, such as the signed Grant Agreement and its annexes, the various report templates and any other relevant documents concerning the Project.
		9. inform Beneficiaries about all reports submitted to the NA as well as copies of any feedback letters received from the NA following report assessment and/or field monitoring visits.
	1. Specific obligations and role of each Beneficiary (excluding the Coordinator).

Each Beneficiary undertakes to:

* + 1. ensure adequate communication with the Coordinator and with other Beneficiaries;
		2. support the Coordinator in fulfilling its tasks according to the Grant Agreement;
		3. submit in due time to the Coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement as well as all additional documents as required in the events of audits, checks or evaluations;
		4. provide the Coordinator with any other information or documents required and needed for the management of the project;
		5. notify the Coordinator of any event likely to substantially affect or delay the implementation of the Project as well as of any important deviations of the Project (e.g., replacement of the Project contact person, changes in the partner’s budget, deviations from the work plan, etc);
		6. inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

# Article 4 Financing the action

* 1. The maximum grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to **EUR xxxxxxx** and shall take the form as stipulated in Data Sheet Points 2 and 3 and in Annex 1 of the Grant Agreement or any subsequent Amendments to the Grant Agreement.
	2. The estimated budget for the action (lump sum breakdown) is set out in Annex 1 of the Grant Agreement. It contains the estimated eligible contributions for the action (lump sum contributions), broken down by participant and work package.
	3. The grant contribution to the Project is intended to cover only part of the costs actually incurred by the Beneficiaries for carrying out the activities foreseen in the description of activities in project proposal.

# Article 5 Payment arrangements

* 1. The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary budget allocation using the accounts stipulated in Annex IV of this Agreement.
	2. The transfer of the Erasmus+ grant contribution to individual Beneficiaries will be implemented in accordance with the following timetable and procedure:

*Payment(s) in advance*

The Coordinator will transfer to the specified account of each Beneficiary in advance of the actual activities/expenditures the estimated Erasmus+ grant contribution in the following manner:

* + 1. 100 % of the cost contribution for travel, accommodation and subsistence cost for travel to take place within the following budgetary period by the staff of each Beneficiary institution according to the work plan as specified in the Grant agreement for the following year of the project. The beneficiaries herewith agree that they will provide the Coordinator with all required supporting documents on bi-annual basis (by **xxxxxxx** th and by **xxxxxxx** th) for travels undertaken during the previous period. In case any required documents are not submitted to the Coordinator on time, or they are submitted in an incomplete/incorrect form, the pre-financing of the travel costs for the subsequent period will be not released until the problem is fully rectified.
		2. 100 % of the subcontracting and organizational costs (i.e., costs related to the purchase of eligible goods and services) according to the work plan as specified in the Grant agreement for the following year of the project. The beneficiaries herewith agree that they will provide the Coordinator with all required supporting documents on bi-annual basis (by **xxxxxxx** th and by **xxxxxxx** th) to document actual costs incurred for subcontracting and organizational cost incurred during the previous period. In case any required documents are not submitted to the Coordinator on time, or they are submitted in an incomplete/incorrect form, the pre-financing of the subcontracting and organizational costs for the subsequent period will be not released until the problem is fully rectified.
		3. 100 % of indirect cost related to the travel, accommodation and subsistence cost; and subcontracting and organizational cost.

*Reimbursement of costs incurred and payment of outstanding balance*

1. Within **xxxxxxx** days of the receipt of the necessary proofs from the Beneficiary for work carried out, the Coordinator will reimburse to the specified Beneficiary's account the direct personnel costs as well as related indirect costs. The beneficiaries herewith agree that the request for the reimbursement will be submitted by each beneficiary institution twice per year (by **xxxxxxx** th and by **xxxxxxx** th) together with all required supporting documents. The beneficiaries agree that no costs will be reimbursed until all required supporting documents for the reimbursement claim are received by the Coordinator.
2. Within 30 days of the receipt of the necessary proofs of expenditure/activity from the Beneficiary, the Coordinator will reimburse to the specified Beneficiary's account 100 % of any outstanding contribution to travel, accommodation and subsistence cost incurred during the previous time period in the form and structure specified in this Partnership Agreement. The beneficiaries herewith agree that the request for the balance on the travel, accommodation and subsistence costs will be submitted by each beneficiary institution twice per year (by **xxxxxxx** th and by **xxxxxxx** th) with all required supporting documents. The beneficiaries agree that no costs will be reimbursed until all required supporting documents for the reimbursement claim are received by the Coordinator.
	1. Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined in the Grant Agreement and its Annexes, and in accordance with the terms and provisions of the present Agreement, the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiaries for the specified purpose are to be reimbursed to the Coordinator within 30 days from the date, when it becomes apparent that the respective allocation will not be used by the Beneficiary for the designated purpose.
	2. If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the expenditures declared eligible by the NA at the end of the Project, the following procedure will apply:

the Beneficiaries responsible for the expenditures declared ineligible will reimburse the corresponding amount to the Coordinator without any delays, but in no case later than **xxxxxxx** days from the receipt of the request for their reimbursement from the Coordinator via electronic communication.

* 1. The costs of financial transfers shall be borne as follows:

the costs of bank transfers (including repeated transfers) will be solely born by the receiving beneficiary institution and it is understood by all partners that these costs are not covered by any specific budget items of the grant.

5.6. In case beneficiaries do not deliver documents on time, or deliver documents not meeting the standards and quality of required reporting, the coordinator will return the documents back with the comments and request the revision. If multiple corrections are needed, **xxxxxxx** percent of outstanding costs will be retained by the Coordinator to cover additional administration expenses incurred in this process.

# Article 6 Reporting

* 1. The Coordinator is responsible for submitting in a due time all reports and financial statements as required in the Grant Agreement to the NA. The Beneficiaries commit to provide the Coordinator with all necessary information for this purpose and in a timely manner, and, if applicable, also with the copies of supporting documents needed for drawing up the reports, financial statements and any other documents as required according to the Grant Agreement.
	2. The Coordinator shall provide the Beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in Euro.
	3. The Beneficiaries shall keep a record of any expenditures incurred/activities undertaken within the Project and all proofs and related documents for the period of 5 years after the final payment under the Grant Agreement. The Coordinator may reject any item, which cannot be justified in accordance with the rules set out by the NA in the Grant Agreement.

# Article 7

**Budgetary and financial management**

* 1. The Erasmus+ grant contribution to the project's estimated travel, accommodation and subsistence cost for the travels will be calculated on the basis of Additional Information on unit cost and contributions (Annex 2a and 2b of the Annotated Model Grant Agreement) and based on the document Cost efficiency of the budget and rules applied (Annex III). The estimated direct personnel costs for different categories of employees will be calculated on the basis of the estimated staff cost as specified in the budget table (Annex III of this Agreement).
	2. The reimbursement of the Beneficiaries’ contribution to the costs incurred in terms of travel, accommodation and subsistence the partnership will apply the estimated costs as defined in the Annex 2a and Annex 2b of the Annotated Model Grant Agreement and Annex III of this Agreement.

Estimated direct personnel costs will be applied in line with the budget table as specified in Annex III of this Agreement.

* 1. The beneficiaries agree that they will comply with social and labour legislation of their country regarding the employment of staff and related costs contributing to the project.
	2. Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in the project activities.
	3. The eligible project contribution to the travel cost will be calculated based on the actual dates of travel and actual number of days/nights spent during the mobility. The supporting documents such as the copies of tickets, invoices for accommodation, boarding passes are to be provided for each mobility to the Coordinator by all partners at agreed due date for reporting.
	4. The work performed on the project by all staff of a respective partner institution is to be recorded in the Time declaration using the template provided in Annex V of this agreement and submitted to the Coordinator at the agreed due date for reporting.
	5. The list of supporting documents required to submit to the Coordinator for each category of the budget is provided in the table in Annex VI.

# Article 8

**General administrative provisions**

* 1. Any contractually related project communication between the parties shall be done in writing and addressed to the appointed institutional project representative (Steering Committee member) of the Coordinator/each Beneficiary, as specified below:

For the Coordinator:

**xxxxxxx**

For the Beneficiaries:

**xxxxxxx**

**xxxxxxx**

**xxxxx**

* 1. Any changes to the above information should be communicated in a timely manner to the Coordinator in a written form using standard communication channels used to communicate throughout the partnership.

8.3. The change of the Steering Committee member must be delivered in official letter signed by the legal representative of the institution to the coordinator as a Appointment letter clearly specified the dates of the appointment of new Steering Committee member.

# Article 9 Promotion and visibility

* 1. The Coordinator and the Beneficiaries shall ensure adequate promotion of the Project and commit to organising/playing an active role in any actions organised to capitalise on, exploit/ disseminate the results of the Project.
	2. Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being financed from the EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Article 17 of the Grant Agreement.

# Article 10 Confidentiality and data protection

* 1. The Coordinator and the Beneficiaries undertake to preserve the confidentiality of any documents, information or other materials directly related to the subject of the Agreement that is duly classified as confidential, if their disclosure could cause harm to any other party. The parties shall remain bound by this obligation beyond the closing date of the action.
	2. All data contained in or related to this Agreement shall be processed in accordance with the dispositions of Articles 13, 16, 17, 21, 25, 27 and 28 of the Grant Agreement.

# Article 11 Ownership and property rights

* 1. The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the Beneficiaries, in compliance with Article 16 of the Grant Agreement.
	2. Each contracting party shall own the intellectual property which is generated by its employees, students and/or agents in the course of the Project (“Arising Intellectual Property”) and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the terms of the Grant Agreement, the contracting party owning any Arising Intellectual Property shall be entitled to use and exploit such Arising Intellectual Property as that contracting party sees fit.
	3. Where any Arising Intellectual Property is created or generated by two or more contracting parties jointly, and it is impossible to segregate each contracting party’s intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those contracting parties in equal shares. The owners may take such steps as they may decide from time to time to register and maintain any protection for that Arising Intellectual Property. If one or more of the owners do not wish to take any such step or action, the other owner(s) may do so at their own expense, and the owner not wishing to take such steps or actions will provide, at the expense of the owner making the request, any reasonable assistance.
	4. Each contracting party hereby grants the others a royalty-free, non-exclusive licence for the duration of the Project and the sole purpose of carrying out the Project, to use intellectual property which it owns or controls prior to the commencement of or independently from the Project and which will be used in the course of implementing the Project (“Background Intellectual Property”), provided that no contracting party may grant any sub-licence over or in respect to another contracting party’s Background Intellectual Property.
	5. Each contracting party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property for academic and research purposes only, including research involving projects funded by third parties provided that those parties do not gain or claim any rights to such Arising Intellectual Property. If any contracting party (the “Exercising Party”) requires the use of Background Intellectual Property of any other (the “Other Party”) in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such

Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.

* 1. Materials already developed and brought into the Project may be only used within the scope of the Project as templates, or examples of good practice. Copyrights shall be strictly safeguarded and the permission for reproduction and scale of production have to be settled beforehand.

# Article 12 Liability

* 1. Each of the contracting parties discharges the other parties of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.
	2. None of the contracting parties makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project will not constitute or result in infringement of third-party rights.
	3. None of the contracting parties takes any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
	4. In any event, and except where liability may not be limited by law, the maximum aggregate liability of any individual contracting party under or otherwise in connection with this Agreement or its subject matter shall not exceed the maximum sum of the Grant awarded to the respective Beneficiary institution. Nothing in this Agreement limits or excludes any contracting party’s liability for death or personal injury resulting from negligence.
	5. Each of the contracting parties agrees to keep and maintain at all times adequate insurance coverage including travel insurance with adequate health care and repatriation coverage in respect of their employees working on the Project.

# Article 13 Working languages

* 1. The working language of the partnership shall be English.
	2. All parties commit in allocating to the Project the staff with sufficient knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

# Article 14

**Conflict resolution**

* 1. In case of conflict between the Project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make every effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.
	2. Disputes should be addressed in writing to the Coordinator that will try to mediate in order to resolve the conflict, or submit the case to the Steering Committee as the main decision making body.
	3. The decision making of the Steering Committee will be based on voting using simple majority voting rule. For the voting to be valid the simple majority of the Steering Committee members must vote. If the result of voting is indecisive, the member of the Steering Committee representing the coordinating institution (Coordinator) will have 2 votes. A Steering Committee member can appoint in writing a substitute, who will act on their behalf for a limited time only. A permanent replacement of a Steering Committee member must be done in writing, addressed to the Project coordinator and signed by the Statutory representative of the Beneficiary concerned.

# Article 15 Applicable law and jurisdiction

* 1. This Agreement is governed by the legal system of **xxxxxxx** as the Coordinator's country.
	2. In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall be decided in accordance with the jurisdiction of the Coordinator's country.
	3. If any provisions of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to each party.
	4. If any provisions of this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
	5. This Agreement is concluded in English. In the event of translation of this Agreement and its annexes to any other language, the English version shall prevail.

# Article 16 Termination of the Agreement

* 1. In the event that any of the Beneficiaries fails to perform any obligation under the present Agreement or the Grant Agreement, the Coordinator may terminate their participation in the project, upon formal decision of the Steering Committee and a written authorisation of the NA.
	2. The Coordinator shall notify the Beneficiary in cause by registered letter to the Steering Committee member for the Beneficiary institution concerned. The Beneficiary has 30 days from the receipt of this correspondence in the electronic format to supply all relevant information to appeal the decision.

# Article 17 Force Majeure

* 1. If any contracting party faces a case of *force majeure* (as per defined in article 35 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.
	2. None of the contracting parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

# Article 18 Amendments

* 1. Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement and they become effective, when signed by the authorised legal representatives of the Coordinator and the Beneficiary concerned. No oral agreement may bind the parties to this effect.
	2. The amendment may not affect the changes which would call into question the dispositions of the Grant Agreement.

# Article 19 Annexes

Annex I – Grant Agreement, Project **xxxxxx**; including annexes to the Grant Agreement Annex II –Additional Information on unit cost and contributions (Annex 2a and 2b of the Annotated Model Grant Agreement)

Annex III – Cost efficiency of the budget and rules applied

Annex IV – Bank account identification of Beneficiary organisations Annex V –Time declaration

Annex VI – List of supporting documents

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We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described above, including the annexes thereto.

**xxxxxx**

**xxxxxx**

**xxxxx**

Signature(s)

Name(s)

Title(s)

Place, date