



T.C.
DIŐIŐLERİ BAKANLIĐI
AVRUPA BİRLİĐİ BAŐKANLIĐI
TÜRKİYE ULUSAL AJANSI

Konu: Erasmus+ Okul EĐitimi Alanında Erasmus Akreditasyonuna Sahip KuruluŐlar için Öğrenci ve Personel HareketliliĐi Faaliyeti Hibe Tahsis Sonucu(KA121-SCH) 19/08/2022

BALIKESİR İL MİLLİ EĐİTİM MÜDÜRLÜĐÜ (OID)

Başkanlığımızca yürütölmekte olan Erasmus+ Okul EĐitimi Alanında Erasmus Akreditasyonuna Sahip KuruluŐlar için Öğrenci ve Personel HareketliliĐi faaliyeti (KA121-SCH) kapsamında 2021 yılı Teklif ÇaĐırısı döneminde sunulan numaralı projenize azami Avro hibe tahsis edilmiŐtir.

Söz konusu projeye iliŐkin Başkanlığımız ve kurumunuz arasında imzalanacak olan Hibe Sözleşmesi ve Ekleri ile sözleşmenin doldurulması ve gönderilmesine iliŐkin ayrıntılı bilgi, başvuru formunuzda belirtmiş olduĐunuz e-posta adreslerine elektronik ortamda gönderilecektir. Başkanlığımızca proje uygulaması ve yönetimine iliŐkin başlangıç toplantısı düzenlenecek olup toplantıya ait bilgiler daha sonra e-posta yoluyla bildirilecektir.

Bilgilerinize arz/rica ederiz.

Okul EĐitimi KoordinatörlüĐü

ÖRNEK



Erasmus+

Birden Fazla Yararlanıcısı Olan Proje için Erasmus+ Hibe Sözleşmesi - 2021



ERASMUS+ Programı kapsamında birden fazla yararlanıcısı olan proje için

HİBE SÖZLEŞMESİ

SÖZLEŞME NUMARASI -

İşbu sözleşmenin tarafları,

bir tarafta

bundan böyle "Komisyon" olarak anılacak olan Avrupa Komisyonunu temsilen hareket eden ve Başkan tarafından usulüne uygun temsil edilen Ulusal Ajans, (bundan böyle "Merkez" olarak anılacak)

Merkezin tam resmi adı : Avrupa Birliği Eğitim ve Gençlik Programları Merkezi Başkanlığı (Türkiye Ulusal Ajansı)

Resmi hukuki statüsü : Kamu tüzel kişisi

Tam resmi adresi : Ehlîbeyt Mahallesi Mevlana Bulvarı No:181 06520,
Çankaya/Ankara

Vergi numarası : 1460346384

ile

diğer tarafta

bundan böyle "koordinatör" olarak anılacak olan ve

bu Sözleşmenin imzalanması için
olarak temsil edilen

Müdürü

tarafından usulüne uygun

Tam resmi adı :

Resmi hukuki statüsü : Kamu

Resmi kayıt numarası (varsa)

Tam resmi adresi

Vergi numarası :

OID numarası :

ve Ek V'te yer alan yetki belgesi/belgeleri gereğince bu sözleşmeyi imzalayan koordinatör tarafından temsil edilen Ek II'de belirtilen diğer yararlanıcılar.

Aksi belirtilmediği sürece "yararlanıcı" ve "yararlanıcılar" ifadeleri koordinatörü de içerir.

Yukarıda atıfta bulunan taraflar

MUTABİK KALARAK

sözleşmenin ayrılmaz bir parçası olan Özel Şartları ("Özel Şartlar") ve aşağıda belirtilen eklerini kabul etmişlerdir.

Sözleşme numarası:

Belge Sayı :



Belge Doğrulama Kodu :

Bu belge, güvenli elektronik imza ile imzalanmıştır.

Belge Doğrulama Adresi : <https://ebysorgu.ua.gov.tr>

**14. Madde II.27.2'nin üçüncü paragrafı aşağıdaki şekilde yorumlanmalıdır:**

"Madde II.27.7'de atıfta bulunulan durumlar da dahil olmak üzere, ulusal mevzuatın daha uzun bir süre gerektirmesi halinde veya hibeye ilgili olarak devam eden denetimler, başvurular, davalar veya iddialar varsa, birinci ve ikinci alt paragraflarda belirtilen dönemler daha uzun sürer. Sonraki durumlarda yararlanıcılar, belgeleri söz konusu denetimler, başvurular, davalar veya iddialar sonuçlanana kadar saklamalıdır."

İMZALAR

Yararlanıcı adına İmzası	Merkez adına İmzası
Müdürü	Başkan
Yer: BALIKESİR Tarih:10/03/2022	Yer: Ankara Tarih: 11/03/2022





Erasmus+

ERASMUS+ PROGRAMME

COOPERATION PARTNERSHIPS/SMALL-SCALE PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER xxxxx

CONTRACT BETWEEN THE COORDINATOR AND OTHER BENEFICIARIES ¹

This contract shall govern relations between:

[complete details of the Coordinator, hereafter named "the Coordinator", represented by (complete details)],

on the one hand

and

[complete details of the Partner, hereafter named "the Partner", represented by (complete details)],

on the other hand,

Which have agreed as follows:

Article 1/Subject

1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement [2021-xxx] concluded between **the Coordinator** and the **National Agency**.

2. The **maximum grant of the project** for the contractual period referred to by the Agreement **2021-xxxxx**, is estimated at *[the amount mentioned in Article I.3.1 of the Agreement 2021-xxxxx]* EUR.

3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **[Project's title]** under the Agreement **2021-xxxxx** 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 **xx months**. It starts **xx.xx.2021** and ends on **xx.xx.202x** at the latest.

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

- 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.
- 3. The period of eligibility of the costs starts on **xx.xx.2021** and finishes on **xx.xx.202x** at the latest.

Article 3/Obligations of the Coordinator

The Coordinator 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 **National Agency** and the **Coordinator**;
- 2. to send to the Partner a copy of the Agreement 2021-xxxxx 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 2021-xxxxx 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 2021-xxxxx binding the **Coordinator** to the **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 2021-xxxxx concluded between the **National Agency** and the **Coordinator**;
.....
- 2. to comply with all the provisions of Agreement 2021-xxxxx 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.

Article 5/Financing

- 1. The maximum grant of the Partner for the period covered by this contract is estimated at **[XX]** EUR. The partner’s detailed budget is described in the annexes to the contract (**Annex a**).

Article 6/Payment Arrangements

- 1. The Coordinator 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:
An initial advance Euros i.e. % of the grant within 30 days of receiving the initial payment from the National Agency.

2nd payment:

A second advance Euros i.e % of the grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme The beneficiary reserves the right to withhold this second advance if the partner's report to coordinator is submitted after the deadline mentioned in article 8 of this contract, ie/...../.....

3rd and final payment

The balance up to ...% will be paid once the partner's contractual agreements have been fully met, all the necessary supporting documentation has been received and the National Agency has approved the final report. The beneficiary reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8 of this contract, ie/...../.....

.....

2. All payments shall be regarded as advances pending explicit approval by the National Agency of the final report *including approval of the eligibility of the costs*, 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)*]

Name of bank:

Address:

Account holder:

Full account number (including bank codes):

IBAN/BIC code:

Article 8/Reporting

1. 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 [the appropriate date]* at the latest.
2. 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 [the appropriate date]* at the latest.

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.
3. The obligations described Article II.27 (checks and audits) of Annex I of the Agreement 2021-xxxxx apply to the coordinator and partner.

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 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 Beneficiary or their personnel.

Article 11/Termination of the contract

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

Article 12/ Jurisdiction clause

- 1. Failing amicable settlement, the Courts of [*Coordinator's registered office*] 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 **Finland**.

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.

Annexes

- a) Detailed budget relating to the activities of the Partner
- b) Description of the Partner's tasks
- c) Copy of Agreement 2021-xxxxx between Coordinator and National Agency including Annexes

Done at....., in two copies.

For the **Coordinator**,

For the **Partner**,

The legal representative
(name and function)

The legal representative
(name and function)

[signature]

[signature]

[date] [date]