



Erasmus+

GRANT AGREEMENT for a :

Project with multiple beneficiaries under the ERASMUS+ Programme

AGREEMENT NUMBER – 2022-1-IT02-KA210-SCH-000081101

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER ¹

This contract shall govern relations between:

ISTITUTO COMPRENSIVO STATALE OMODEO BEETHOVEN
VIA SAN GIOVANNI, 50 80030 – SCISCIANO (NA) Italy
represented by Rosanna LEMBO

of the one part,

and
100.Yıl Atatürk Ortaokulu, Secondary School
Serdaroglu Mahallesi Dalama Caddesi 09570 Kosk /AYDIN Turkey
represented by Nezhat GÖZTOK

of the other part,

Which have agreed as follows:

Article 1 – SUBJECT MATTER OF THE AGREEMENT

1. The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the Project entitled **Stop Bullying and Let the World Smile!** ("the Project") under the Erasmus+ Programme Key Action 2: Strategic Partnerships. The Coordinator and the Partner commit themselves to carrying out the project as set out in the Annex 2 of the contract.
2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **Stop Bullying and Let the World Smile!** under the Agreement n°2022-1-IT02-KA210-SCH-000081101 passed between the National Agency and the Coordinator.
3. The maximum grant of the project for the contractual period referred to by the Agreement n° 2022-1-IT02-KA210-SCH-000081101, is estimated at **60.000 EUR** [the amount mentioned in Annex II - KA2 - Agreement Number: 2022-1-IT02-KA210-SCH-000081101].
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project no - **Agreement n° 2022-1-IT02-KA210-SCH-000081101** under the Agreement n° 2022-1-IT02-KA210-SCH-000081101 passed between the National Agency and the Coordinator.

Article 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION

1. The project referred to in Article 1.2.2 of **Agreement n° 2022-1-IT02-KA210-SCH-000081101** has a duration of **24 months**. It starts on **01st of October 2022** and ends **30th of September 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 17.1

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



3. The period of eligibility of the costs starts on 01st of October 2022 and finishes on 30th of September 2024.

Article 3 - OBLIGATION 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 n° 2022-1-IT02-KA210-SCH-000081101 and its annexes, concluded with the National Agency, 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°2022-1-IT02-KA210-SCH-000081101 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 n° 2022-1-IT02-KA210-SCH-000081101 binding the Coordinator to the National Agency.

Article 4- OBLIGATION 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 n° 2022-1-IT02-KA210-SCH-000081101 concluded between the National Agency and the Coordinator;
2. to comply with all the provisions of Agreement n° 2022-1-IT02-KA210-SCH-000081101 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 - DISSEMINATION

1. The partner shall acknowledge the grant support received under the Erasmus+ Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.

Article 6 - FINANCING THE ACTION

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at 15.971 EUR. The partner's detailed budget is described in the annexes to this contract (Annex a).

Article 7 - PAYMENTS



Erasmus+

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 the following schedule:

1st payment: 12.776,80 EUR - 80% of the total budget.

After each mobility, would you provide us :

Certificate of attendance, Minutes, Travel tickets, Activities, as well as accommodation and food invoices

Final payment: 3.194,2 EUR - 20% 60 days from the receipt of the final report

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 assessment of the quality of the results of the project.

Article 8 - 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)]

Bank Name:	Bank	Ziraat Bankası
Bank Address:	Bank Address	KOSK, AYDIN
Account Name:	Account Name	STOP BULLYING AND LET THE WORLD SMILE
Sort Code:	Sort Code	-
Account Number:	Account Number	66384425-5006
BIC:	BIC	TCZBTR2A
IBAN:	IBAN	TR 67 0001 0009 7866 3844 2550 06

978-KOSK AYDIN SUBESİ

Article 9 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

1. 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 30/06/2024 at the latest.

Article 10 - MONITORING, CHECKS AND AUDITS

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.

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 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 12 - TERMINATION OF THE AGREEMENT



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

Article 13 - JURISDICTION CLAUSE

1. Failing amicable settlement, the Rome Court of Appeal 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 Italy.

Article 14 - SUPPLEMENTARY AGREEMENTS

Amendments to this contract shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this contract. No oral agreement may bind the parties to this effect.

[Annexes]

- a) Detailed budget relating to the activities of the Partner (costs associated with the activities).
- b) Copy of Agreement between Coordinator and National Agency n° 2022-1-IT02-KA210-SCH-000081101
- c) Annex II of the Agreement n° 2022-1-IT02-KA210-SCH-000081101 (Budget Summary)
- d) Annex III of the Agreement n° 2022-1-IT02-KA210-SCH-000081101 (Financial and Contractual Rules)

Done at Ic Omodeo-Beethoven, Via San Giovanni, 50 80030 – SCISCIANO (NA) Italy
December 30th 2022.

For the Coordinator,

For the Partner,

The legal representative
Rosanna Lembo, Principal

The legal representative
(name and function)

Neuzat GÖZTOK
Principal

[signature]

[date]

[signature]

[date]

Rosanna Lembo
30/01/2023

Neuzat GözTok
03.01.2023