



Education, Audiovisual
and Culture Executive Agency

**Erasmus+: Higher Education
Knowledge Alliances, Bologna Support, Jean Monnet**



PARTNERSHIP AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES UNDER ERASMUS+: KNOWLEDGE ALLIANCES

VALOR “Valorisation of ancient farming techniques in resilient and sustainable agriculture”

**Agreement N°: 612501
Project Ref.: 612501-EPP-1-2019-1-IT-EPPKA2-KA
CUP: E18I19000090006**

Between

ENTE PARCO NAZIONALE DEL GRAN SASSO E MONTI DELLA LAGA

Via del Convento, Assergi, L'AQUILA - IT – 67100

CF: 93019650667

P1, PNGSL – PIC: 909551541

represented by (legal representative) Avv. TOMMASO NAVARRA – PRESIDENT or his authorised representative

being the position,
hereinafter referred to as acronym of the coordinator;

and

MAKRO YONETIM GELISTIRME DANISMANLIK LTD. STI. MAKRO Management Development Consulting Company

Paris Caddesi 6/7 Kavaklıdere Ankara 06540 Turkey

P6 MAKRO - PIC: 953439870

represented by (legal representative) Mr İBRAHİM DOĞAN İNCESULU – CEO or his authorised representative

being the position,
hereinafter referred to as acronym of the partner

Article 1. Purpose of the Partnership Agreement

- 1.1. Having regard to provision of the regulation N. 1288/2013 of the Parliament and of the Council of 11/12/2013 establishing an action programme in the field of education, training, youth and sport, published in the Official Journal of the EU N. L347/50 on 20/12/2013, the Coordinator and Parties commit themselves to carrying out the work programme covered by Partnership Agreement.
- 1.2. The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the parties, the management of the Project and the rights and obligation of the Parties concerning inter alia liability, access Rights and dispute resolution.
- 1.3. This work programme comes under the Grant Agreement **612501-EPP-1-2019-1-IT-EPPKA2-KA** signed between the coordinator ENTE PARCO NAZIONALE DEL GRAN SASSO E MONTI DELLA LAGA and the EDUCATION, AUDIOVISUAL AND CULTURE EXECUTIVE AGENCY (EACEA) on (04/10/2019)

integral parts of the present Partnership Agreement, and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the above-mentioned Grant Agreement for this project are part of this contract. The coordinator and the Parties shall be bound to this contract and the Grant Agreement for this project. This includes any further amendments to the Grant Agreement which are approved by the Executive Agency.

- 1.4. On the basis of the present Partnership Agreement, the coordinator and the partner shall contribute to the achievement of the requirements of the Grant Agreement together with the other parties (co-beneficiaries) performing project actions in accordance with the terms and conditions as stated in the present contract. The parties to the present contract shall carry out the work in accordance with the timetable using their best efforts to achieve the results specified therein. They shall carry out all of their responsibilities under the present contract in accordance with recognised professional standards.
- 1.5. The subject matter of this Partnership Agreement and the related work programme are detailed in the Annexes, which are integral part of this Partnership Agreement and that each party declares to have read and approved. In particular, the parties of this Partnership Agreement shall carry out the work according to the Tasks and Responsibilities foreseen in the project Application Submitted (Annex 2), Timetable (Annex 3), and Partner's details (Annex 6).

Article 2. Duration of the Agreement

- 2.1. The Project 612501-EPP-1-2019-1-IT-EPPKA2-KA has a duration of 36 months. It starts on 1/11/2019 and ends 31/10/2022, regarding the implementation of the project and the eligibility period. This Partnership Agreement will come into force on the day when it has been signed by all parties but have effect from the start of the eligibility period).
- 2.2. It shall remain in force until the coordinator has discharged in full its obligations arising from the Grant Agreement with the Executive Agency, namely 31/01/2023 (90 days from the end of the project) regarding the assessment of the final report.

Article 3. Specific obligations of the coordinator

- 3.1. The coordinator shall take all the steps needed to correctly manage the project in accordance with the Application Form submitted to the Executive Agency and the Grant Agreement.
- 3.2. The coordinator shall:
 - 3.2.1. Coordinate and monitor the progress of all joint activities (preparation, management, quality monitoring, evaluation and dissemination) and contribute to the design and implementation of the action, also preparing and chairing all project meetings as well as organizing the events and pilot mobilities planned in Italy.
 - 3.2.2. The coordinator's specific responsibilities are:
 - On behalf of all beneficiaries, to sign the grant agreement with the EACEA and act in compliance with the signed grant agreement;
 - To fulfill all obligations specified in the Grant Agreement;
 - To receive funds from the Agency and distributing the amounts corresponding to the beneficiary's participation in the action;
 - To carry out all its specific tasks detailed in the approved application.

Article 4. Specific obligations of the partner

- 4.1. The Partner shall respect all rules and obligations set forth in the Grant Agreement (Annex 6).
- 4.2. P6 MAKRO will actively participate to all joint activities (preparation, management, quality monitoring, evaluation and dissemination) and contribute to the design and implementation of the action, also attending all project meetings and organizing the events and pilot mobilities planned in Turkey.
- 4.3. The partner's specific responsibilities are:
 - Fulfilling all obligations specified in the grant agreement;
 - Doing everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required;
 - Organizing the national dissemination seminars/focus groups in 2 different regions in Turkey in the 2 last project years.
- 4.4. The partner P6 MAKRO will lead WP5 Evaluation and sustainability, WP3 Subtask 3.2.7 Socio-economic benefits
- 4.5. In addition, the P6 MAKRO will actively contribute to:
 - WP1 Organizational arrangements and guidelines
 - WP2 Management and coordination
 - WP3 Design, creation and validation of the VALOR curricula
 - WP4 Quality monitoring

- WP5 Evaluation and sustainability
- WP6 Networking and dissemination

Article 5. Obligations of the coordinator and the partners

- 5.1. In accordance with the General Condition of the Grant Agreement (Annex 5), the beneficiaries shall:
- Be jointly severally responsible for carrying out the action in accordance with the terms and condition of the Agreement;
 - Be responsible for complying with any legal obligation incumbent on them jointly or individually;
 - Make appropriate internal arrangements for the proper implementation of the action, consistent with the provision of this Agreement, where provided for in the Special Condition; those arrangements shall take the form of an internal co-operation agreement between the beneficiaries.
 - Should a partner not fulfil its obligations under this contract in due time, the coordinator shall admonish him to fulfil them within a reasonable period of time. Should the non-fulfilment continue, the coordinator may decide to debar the partner concerned from the project with approval of the other partners. The Executive Agency shall be promptly informed by the coordinator of such an intended decision and the change in the partnership has to be approved by the Executive Agency according to the provisions of the Grant Agreement.
 - In case of irregularities the coordinator bears the overall responsibility towards the Executive Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a partner, the concerned partner shall repay to the coordinator the amounts unduly paid.
- 5.2. Each beneficiary shall:
- Inform the coordinator immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware;
 - Inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or its affiliated entities.
- 5.3. Submit in due time to the coordinator:
- The data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - All the necessary documents in the event of audit, checks or evaluation in accordance with the General Condition (Annex 5);
 - Any other information to be provided to the Agency according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Agency.
- 5.4. Each Partner shall also undertake:
- To take the steps necessary to prepare for, perform and correctly manage to work programme set out in this Partnership Agreement and in its Annexes, in accordance with the objective of the project as set out in the Grant Agreement concluded between the Agency and the Coordinator
 - To comply with all the provision of the Grant Agreement binding the Coordinator to the Agency;
 - To communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project
 - To accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
 - To define in conjunction with the Coordinator the role and the rights and the obligations of all parties, including those concerning the attribution of the intellectual property rights.

Article 6. Reporting — Requests for payment and supporting documents

- 6.1. The Beneficiary shall provide the Coordinator with any information and document required for the preparation of the Progress, Interim and Final reports and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative before the following deadlines:
- Progress Report 1 - Within 31/08/2020 (covering 01/11/2019 – 31/08/2020)
 - Interim report – Within 30/04/2021 (covering 01/11/2019 – 30/04/2021)
 - Progress Report 2 - Within 31/01/2022 (covering 01/11/2019 – 31/01/2022)
 - Final report – Within 31/10/2022 (covering 01/11/2019 – 31/10/2022)
- 6.2. The coordinator must submit all requests for payments as stated in the Grant Agreement.
- 6.3. The coordinator will certify that the information provided in the requests for payment are full, reliable and true.

6.4. The coordinator will also certify that the costs incurred can be considered eligible in accordance with the Grant Agreement and that the requests for payment are substantiated by adequate supporting documents that can be produced in the context of the checks or audits.

6.5. In addition, the coordinator will certify that all the revenues generated by the action have been declared for each beneficiary and the affiliated entities, other than non-profit organisations.

Article 7. Partner Budget

7.1. In the following table (extract from Annex 6) the budget assigned to the partner P6 MAKRO is given according to the categories of project expenses, and is expressed in Euros, in accordance with the Grant Agreement:

Budget items	Total number of unit costs	Total granted amount, in Euros
1. Project implementation support		
Manager	80	8480
Teacher/Trainer/Researcher	299	26312
Technician	311	20526
Administrative	55	2585
2. Learning mobility		
Travel costs	10	3090
Subsistence costs	50	5000
Total Granted		65.993,00

7.2. These expenses should be eligible costs in line with the provisions of the Grant Agreement.

7.3. At the end of the project, the spent amounts may be lower than the ones initially planned, in case the real expenses are less than expected ones. They shall under no circumstances exceed the stated expenses.

Article 8. Payments

8.1. The final amount paid to the partner P6 MAKRO by the coordinator will be defined only once the total grant has been confirmed by the Executive Agency (according to art. II.17 of the General Condition – Annex 5), after the end of the project.

8.2. The coordinator shall pay the partner for work completed satisfactorily according to the description and schedule of this work. Payment to the partner shall be made according to the following planned schedule:

- First instalment of pre-financing: The coordinator will transfer **20% (13.198,60 €)** of the partner's total eligible costs budget, after the signing of the present contract, provided that the coordinator has received the pre-financing from the Executive Agency and bank details are correctly provided by the partner.
- Second instalment of pre-financing: After having received the Progress report 1 Within 31/08/2020 (covering 01/11/2019 – 31/08/2020), the coordinator will transfer further 20% (**€ 13.198,60**) of partner's eligible costs budget, provided that the partner provides eligible and full supporting documentation on project expenditure of at least 70% of the first instalment.
- Third instalment of pre-financing: After the coordinator has received the second pre-financing from the Executive Agency, it will transfer **20% (13.198,60 €)** of partner's eligible costs budget, provided that the partner provides eligible and full supporting documentation on project

expenditure of at least 70% of the first two instalment within 30/04/2021 (covering 01/11/2019 – 30/04/2021).

- Fourth instalment of pre-financing: After having received the Progress report 2 (Within 31/01/2022 covering 01/11/2019 – 31/01/2022) the coordinator will transfer further **20% (13.198,60 €)** of partner's eligible costs budget, provided that the partner provides eligible and full supporting documentation on project expenditure of at least 70% of the first three instalment.
- Balance payment: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), taking into account the co-financing share, will be paid to the partner within 30 days after the coordinator receives the final payment from the Executive Agency, on condition that the partner has provided the requested eligible supporting documentation and submitted the financial table to the coordinator within the foreseen deadline 31/10/2022 (covering 01/11/2019 – 31/10/2022). In case that actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, these funds are to be reimbursed to the coordinator at the end of the project.
- Only expenditure in accordance with the project, declared eligible by EACEA and for which supporting documents have been provided, will be financed.

8.3. The Project Coordinator will transfer the funds to the partner's account for eligible activities that fully comply with the Workplan only, in accordance with the Grant Agreement and project performance.

8.4. The grant received by the partner has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the Grant Agreement.

8.5. The funds to be paid to the partner shall be paid into the following institutional bank account:

Name and Address of the Account Holder:	Makro Yönetim Geliştirme Danışmanlık Limited Şirketi Paris Caddesi 6/7 Kavaklıdere Ankara 06540 Turkey
Name of Bank:	Ziraat Bankası
Address of Bank:	Ziraat Bankası Ümitköy Şubesi Umit Mahallesi 2432 Cadde No:6 Umitköy Ankara 06810Turkey
IBAN - International Bank or Account Number:	TR 3900 0100 1671 5628 0959 5003
Bank or Swift Code:	TCZBTR2A

8.6. The partner is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Agreement and the Grant Agreement.

Article 9 Currency for requests for payment and financial statements and conversion into euro

9.1. Requests for payment and financial statements must be drafted in euros. Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period, available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>.

9.2. If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm), determined over the corresponding reporting period. Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

Article 10 - Accounting, Record Keeping and Reporting

10.1. Original invoices, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

10.2. The partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the partner shall comply with the following:

- to accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement for this project.

- to be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this contract, for which the partner is responsible. Any costs which would be assessed as ineligible by the Executive Agency within their final report assessment need to be reimbursed by the partner to the coordinator who confirms to forward the ineligible amount to the Executive Agency.
 - To make available any documentation on project finance and activities required by the Executive Agency
 - To keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the end of the period covered by the present contract.
- 10.3. The coordinator will provide the partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.
- 10.4. Only the coordinator can submit technical implementation reports and financial statements to the Executive Agency by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, the partner has to submit a Report to the coordinator consisting of an activity report describing the activities carried out and their outputs and results during the reporting period, and a financial report presenting the costs incurred in accordance with the approved Application Form.
- 10.5. The partner has to respect the reporting deadlines of the Grant Agreement, and submit their Partner Report and supporting documents on validation of expenditure to the coordinator in due time as requested by the coordinator, until 10 (ten) working days. Partner Reports and supporting documents on validation of expenditure not submitted to the coordinator within the set deadline will not be included in the progress report of the coordinator to be submitted to the Executive Agency. The coordinator may reject any item of expenditure which cannot be justified under the project and are not in line with the rules set out in the Grant Agreement and the Guidelines for the Use of the Grant.
- 10.6. The Partner Reports should be drawn up in Euro. In case partner from countries which have not adopted the Euro as their currency are participating in the project, the partner shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, of the month in which the transfers from the Executive Agency are received in the coordinator account (see Article 9).

Article 11 - Additional Provisions On Use Of The Results (Including intellectual And Industrial Property Rights)

Whereby the Agency and/or the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- b) communication through press information services;
- c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content
- e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action
- f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- g) prepare derivative works of the results of the action;
- h) translate, insert subtitles in, dub the results of the action in all official languages of EU
- i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in Article 11.9.3 of the General Conditions.

Article 12 - Audits

For audit purposes the partner shall:

- keep at the Commission's disposal all original documents, especially accounting and tax records, or in exceptional and duly justified cases, certified copies of original documents relating to the Grant Agreement for a period of 5 years from the date of payment of the balance specified in Article 1.4 of the Grant Agreement;
- enable the responsible auditing bodies of the coordinator and any other outside body authorized by the Executive Agency to audit of the use made of the grant;
- give these authorities any information about the project they request;
- give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation. Such audits may be carried out throughout the period of implementation of the Grant Agreement until the balance is paid and for a period of 5 years from the date of payment of balance;

- give them access to their sites and business premises during the ordinary business hours and also beyond these hours by arrangement;
- provide the coordinator with any information needed related to such an audit without any delay.

Article 13 - Language

The working language of the partnership shall be English.

Article 14 - Conflict resolution

Conflict resolution will be defined and formalised at the first kick off meeting of the consortium, in compliance with the methodology described in the approved application (Annex 2).

Article 15 - Competent and applicable law

- 15.1. This Agreement is governed by the Italian law, being the law of the country of the coordinator.
- 15.2. This Partnership Agreement is concluded in English. In case of a translation of this Agreement and its annexes into another language than English, the English version shall prevail.
- 15.3. The parties will make an effort to settle any disputes arising from this Agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that Court of L'Aquila, Italy, shall be the venue for all legal disputes arising from this contract.
- 15.4. In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of city to resolve the dispute under the Italian law.

Article 16 - Contact persons/Staff involved

Any notice to be given under this Partnership Agreement shall be sent by fax or email, and registered to mail.

The contact person for communication for each Part is indicated into the approved proposal (see Annex 2 Description of the action). Any variations to the contact person and/or the staff involved must be communicated to the Coordinator, providing justification, name/surname and cv of the new person/s involved.

The staff of the partner P6 MAKRO involved in the project are the following:

Name and Surname	Role in the project	Temporary/ permanent	Category (*)
İBRAHİM DOĞAN İNCESULU	Financial manager	Permanent	MAN
İPEK İNCESULU	Assistant Project manager	Permanent	RES
EFSA SABIT	Project manager	Permanent	ADM

17. Other provisions

- 17.1. Any amendments to this Agreement shall be in writing signed by the coordinator and the partner.
- 17.2. Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.
- 17.3. If any provision in this Agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
- 17.4. The coordinator and the partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the coordinator and the partner.
- 17.5. Three (3) original copies will be made of this Agreement; of which each party keeps one original and one original is attached to the Grant Agreement.

18. Termination

18.1. In the event that the partner fails to perform any obligations under the present contract or the Grant Agreement, including false declarations made to the coordinator on work carried out or on expenditure, the coordinator may terminate or cancel this Agreement. If the partner or the coordinator breaches the terms of the present contract, the other parties shall have the right to terminate this contract.

Annexes

Annex 1 Copy of the Grant Agreement n. 612501-EPP-1-2019-1-IT-EPPKA2-KA entitled "VALOR" signed between the Coordinator and EACEA

Annex 2 Description of the action

Annex 3 Timetable

Annex 4 Estimated budget for the action

Annex 5 General Conditions of Grant Agreement – part A – part B

Annex 6 Partner's details

Signatures

We, the undersigned, declare that we have read and accepted the terms and conditions of this contract as described here before, including the annexes thereto.

For the coordinator

For the partner

.....
Name of the legal representative

.....
Name of the legal representative

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Position

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Position

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Signature

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Signature

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Stamp of the institution

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Stamp of the Institution

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Date and Place

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Date and Place