



Contract between the Coordinator and the Partner

Project title	New opportunities of employment for social inclusion of women with disabilities -Ready Women for New Employments
Acronym	Ready Women
Project number	2018-1-ES01-KA204-050765
Programme	Erasmus +
Action	Strategic Partnership for adult education

This contract shall govern relations between:

Federación Provincial de Asociaciones de personas con discapacidad física y orgánica de Sevilla

Calle Aviación nº 31 Módulo 25 Polígono Calonge. Edificio RAMCAB-VILASER

41007, Sevilla

G41896119

hereinafter called "**The Coordinator**", on the one hand

and

İstanbul Gelişim Üniversitesi, [IGU]

***Official Address: Cihangir Mahallesi Şehit Jandarma Komando Er Hakan Öner Sk. No:1
Avcılar / İSTANBUL***

VAT number: 4810544573

hereinafter called "**The Partner**", on the other hand,

collectively called "**The Parties**", which have agreed as follows:



Article 1 – Subject

- 1.1 The subject of the contract is the Project **New opportunities of employment for social inclusion of women with disabilities –Ready Women for New Employments** (from now onward referred to as ‘project’). The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract. This work programme comes under the **Agreement n° 2018-1-ES01-KA204-050765** concluded between the Coordinator and Servicio Español para la Internacionalización de la Educación -SEPIE (from now onward referred to as ‘the Agency’), acting under powers delegated by the European Commission.
- 1.2 The purpose of the Grant Agreement concluded between the Coordinator and the Agency is the development of the action **New opportunities of employment for social inclusion of women with disabilities –Ready Women for New Employments**, hereafter referred to as “READY WOMEN”.
- 1.3 This contract shall regulate relations between the Parties, and their respective rights and obligations with regard to their participation in the project under the Agreement passed between the Coordinator and the Agency.
- 1.4 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.
- 1.5 The Partner accepts the grant and undertakes to do everything in his power to carry out the action as described in Annex 1 of this contract, acting on his own responsibility.
- 1.6 The Partner shall inform the Coordinator immediately of any event liable to substantially affect or delay the implementation of the action.
- 1.7 Any modifications or amendments of the Agreement between the Coordinator and the Agency are also applicable for the Partner.
- 1.8 The Partner expressly declares it is aware of the whole provisions of the Agreement signed between the Coordinator and the Agency, which is an integrating part of this agreement, and refers in full to its terms.



Article 2 – Duration

- 2.1 The project referred to in Article 1.1 has a duration of 30 months, starting from 01-10-2018 and ending on 31-03-2021.
- 2.2 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 6.

Article 3 – Obligations of the Coordinator

- 3.1 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 Agency and the Coordinator.
- 3.2 To send to the Partner a copy of the Agreement n° **2018-1-ES01-KA204-050765** and its Annexes concluded with the Agency.
- 3.3 To notify and provide the Partner with any amendment made to the Agreement n° **2018-1-ES01-KA204-050765** concluded with the Agency.
- 3.4 To fulfil all the provisions of the Agreement concluded between the Coordinator and the Agency.
- 3.5 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.

Article 4 – Obligations of the Partner

- 4.1 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 Agency and the Coordinator.
- 4.2 To specifically carry out the delegated activities and to produce all the deliverables respecting the deadlines set in the project. The Coordinator shall reserve the right to redistribute the Partner's budget and tasks if, after making all the necessary arrangements and analyzing jointly options available, the Partner does not comply with the committed tasks in accordance with the objectives of the project, and the rules set out in the Agreement concluded between the Agency and the Coordinator.



- 4.3 To produce the interim and final activities reports, respecting the deadlines set out in Article 8.
- 4.4 To comply with all the provisions of Agreement binding the Coordinator to the Agency.
- 4.5 To communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project.
- 4.6 To accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses.
- 4.7 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.
- 4.8 The beneficiaries must establish effective procedures and mechanisms to guarantee the safety and protection of the participants in their Project.
- 4.9 Beneficiaries must ensure that participants in mobility activities in other countries have insurance coverage as mentioned in Article I.7 of the grant agreement. Costs for insurance must be covered with the organisational support grants. ERASMUS + Programme do not define a unique format of insurance nor recommend specific insurance companies; this is left up to sending organisations. However, we strongly advise those insurance must cover as minimum: travel insurance for the duration of time abroad, including travel to and from the destiny, medical and health care, repatriation in case of death or natural catastrophe, health transport in case of accident or serious illness and private civil liability for travelling staff linked activities of mobility in the project.
- 4.10 The beneficiaries must process the personal data related to the Grant Agreement in compliance with applicable national and EU data protection laws (including authorizations or notification requirements). The beneficiaries can only grant their staff access to the data that is strictly necessary for the execution, management and supervision of the Agreement.

The beneficiaries must adopt security measures of a technical and organizational nature taking into account the risks inherent to the treatment and the nature of the personal data in question following instructions in article II.7 of the Annex I General Conditions of the Grant Agreement.



Article 5 – Financing

- 5.1 The Partner accepts the grant and undertakes to carry out the project's activities under its own responsibility.
- 5.2 The total budget for the action of the Partner is estimated at 25.852,00 EURO as shown in the estimated budget in Annex 2 of this contract.
- 5.3 The Coordinator will receive a pre-financing payment of 40% of maximum amount specified in Article I.4.2. of the Agreement n° 2018-1-ES01-KA204-050765.
- 5.4 By 29th February 2020 the coordinator must complete the intermediate report on the project execution. The period covered by the report required from the beginning of this execution established in clause I.2.2 until 31st January 2020.
- This interim report must demonstrate that the consortium has used at least the 70% of the amount of the first pre-financing payment.
- This report should be considered as a request a new pre-financing payment corresponding to other 40% of the total maximum amount established in the clause I.3.1.
- 5.5 The final amount of the grant shall be determined as specified in Article I.4.4 of the Agreement n° 2018-1-ES01-KA204-050765.

Article 6 – Payments

- 6.1 The Coordinator commits himself to carry out payments relating to the subject matter of this contract to the Partner, according to the achievement of the tasks and to the following schedule:
- 1st pre-financing payment: 20% of the amount specified in Article 5.2., which amounts to 25.852,00 EURO to be paid within 30 days from the date when the Coordinator will receive the signed bilateral agreement in original and 1st payment from National Agency of Erasmus + in Spain (SEPIE).
 - 2nd pre-financing payment: 20% of the amount specified in Article 5.2., which amounts to 25.852,00 EURO to be paid within 30 days from the date when the Partner has spent and reported the sum of the 1st instalment, and the Coordinator has approved it.
 - 3rd pre-financing payment: 20% of the amount specified in Article 5.2., which amounts to 25.852,00 EURO to be paid within 30 days from the date when the Coordinator has received the second payment from the Agency after the intermediate report on the project execution (By March 2020, approximately). In



- addition, the partner must have spent and reported the sum of the 2nd instalment, and the Coordinator has approved it.
- 4th pre-financing payment: 20% of the amount specified in Article 5.2., which amounts to 25.852,00 EURO to be paid within 30 days from the date when the Partner has spent and reported the sum of the 3rd instalment, and the Coordinator has approved it.
 - Payment of the balance: Within 30 days from the date when the project final report is approved by the Agency and the Coordinator receives the balance payment. The amount of the balance payment will be determined according to the approved technical and financial reports of the action.
- 6.2 All bank costs for the payment transfers will be charged to the Partner.
- 6.3 All payments shall be regarded as advances pending explicit approval by the Agency of the final report, the corresponding cost statement and the quality of the results of the project.
- 6.4 Payments shall be made in Euro. Any conversion rate shall be made following the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined throughout the year corresponding (available in <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>), as specified in Article I.4.10 of the Agreement n° 2018-1-ES01-KA204-050765.
- 6.5 The Coordinator may suspend the payment if the appropriate supporting documents have not been produced or if the Partner has infringed the provisions of the contract.
- 6.6 If any amount is unduly paid to the Partner, or if recovery is justified under the terms of the Agreement n° 2018-1-ES01-KA204-050765, the Partner undertakes to repay the Coordinator the sum in question on the terms and date specified by the Coordinator.



Article 7 – Bank account

The payments will be made via bank transfer to the bank account provided by the Partner:

Bank account information	
Organization	İSTANBUL GELİŞİM ÜNİVERSİTESİ
Name of the bank	ALBARAKA TÜRK KATILIM BANKASI A.Ş.
Account holder	İSTANBUL GELİŞİM ÜNİVERSİTESİ
Account number	649934-228
IBAN code	TR29 0020 3000 0064 9934 0002 28

Article 8 – Reports

8.1 The Partner shall provide the Coordinator with any information and document required for the preparation of the interim and final reports and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative by:

- 15 April 2019 (period from 01/10/2018 to 31/03/2019).
- 16 October 2019 (period from 01/04/2019 to 30/09/2019).
- 3 February 2020 (period from 01/10/2019 to 31/01/2020).
- 16 September 2020 (period from 01/02/2020 to 31/08/2020).
- The balance, 12 April 2021 (period from 01/09/2020 to 31/03/2021).

8.2 The Partner undertakes to submit the reports to Coordinator in English language.

8.3 The partner will respect the deadlines to support the Coordinator preparing the reports for the Agency.

8.4 All reporting documents shall be sent by the Partner to the Coordinator in an electronic version by e-mail and also as hardcopies, signed by the legal representative.

Article 9 – Monitoring and supervision

9.1 The Partner shall provide the Coordinator, without delay, with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.



- 9.2 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.
- 9.3 In the event of financial and/or operational auditing by the Agency, the Partner shall cooperate with the Coordinator such that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control and this for the whole contractual period and during the 5 years following the date of completion of the contract.

Article 10 – Liability

- 10.1 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.
- 10.2 The Partner shall protect the European Commission, 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 European Commission, the Coordinator or their personnel.

Article 11 – Termination of the contract

The Coordinator may terminate the contract if the Partner has inadequately discharged or failed to discharge any of the contractual obligations or has not carried out their attributed role in an efficient or satisfactory manner, insofar as this is not due to force majeure, after notification of the Partner by registered letter has remained without effect for one month.

Article 12 – Jurisdiction clause

- 12.1 Failing amicable settlement, the Courts of Seville shall have sole competence to rule on any dispute between the contracting Parties in respect of this contract.
- 12.2 The law applicable to this contract shall be the law of Spain.



Article 13 – Use of results, publicity and dissemination

- 13.1 Publicity obligations: Relating to the publicity and use of the relevant logo, the partner shall follow the instructions published at: <http://sepie.es/comunicacion/imagen.html>
- 13.2 Use of the results of the action: The right of the Agency and of the Commission to make free use of the results of the action shall include the rights to publish and to reproduce, without the agreement of the Coordinator and the Partners, the progress (interim) report and final technical implementation report, provided it does not result in a breach of confidentiality obligations.
- 13.3 Intellectual property: No specific intellectual property rights apply to this agreement. All the project products are public and can be disseminated free, assuring that the project name and the financial contribution of the European Commission are stated.
- 13.4 Dissemination: The Partner shall pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level. In this respect, the Partner shall present the project at its corporate website. This website section shall be kept up-to-date with at least a description of the action, link to the official website of the project, mention of the European Commission's financial support with the relevant logo and access to the main results, when they become available.

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.

ANNEXES

- Annex 1: Project description (work programme).
- Annex 2: Detailed project budget (distribution per partner and budget heading).
- Annex 3: Copy of the Agreement nº 2018-1-ES01-KA204-050765 and its annexes, concluded between the Agency and the Coordinator.
 - o Annex I: General conditions
 - o Annex II: Description of the project, estimated budget, list of other beneficiaries
 - o Annex III: Financial and contractual rules
 - o Annex IV: Rates applicable for unit contributions
 - o Annex V: Mandates

SIGNATURES



Co-funded by the
Erasmus+ Programme
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Put here your logo



For the **Coordinator**,
The legal representative
Juan José Lara Ortiz
Manager

For the **Partner**,
The legal representative
Abdülkadir Gayretli,
Chairman of The Board of Trustees

[signature and stamp]

[signature and stamp]



Sevilla (Spain)
Date: 31/10/2018

İstanbul (Turkey)
Date: 31/10/2018

In duplicate in English