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DEVELOPMENT OF EDUCATION MODULES FOR SAFETY CRITICAL RAILWAY OPERATION SYSTEMS

Project with multiple beneficiaries under the ERASMUS+ Programme, strategic partnership

BILATERAL GRANT AGREEMENT

AGREEMENT NUMBER 2020-1-TR01-KA202-093028

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER

This contract shall govern relations between:

Eskisehir Teknik Universitesi
Eskisehir Teknik Universitesi Rektörlüğü İki Eylül Tepebaşı 26555
Eskisehir, Turkey called hereafter "the Coordinator", represented by

██████████

of the one part,

and

University of Pardubice
Higher education institution established by law
Studentska 95, 532 10 Pardubice, Czech Republic
Identification Number: 00216275
VAT Number: CZ00216275

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called hereafter "the Partner",

of the other part,

Which have agreed as follows:

Article 1- SUBJECT MATTER OF THE AGREEMENT

1. The National Agency 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 DEM-SaCROS under the Erasmus+ Programme Key Action 2: Strategic Partnerships for vocational education and training. The Coordinator and the Partner commit themselves to carrying out the project as set out in the Annex 1 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 DEM-SaCROS under the Agreement No: 2020-1-TR01-KA202-093028 passed between the National Agency and the Coordinator.

Article 2 - ENTRY INTO FORCE OF THE AGREEMENT AND DURATION

1. The Agreement shall enter into force on the date on which the last party signs.
2. The Project shall run between 31/12/2020 and 30/08/2023 both inclusive.

Article 3 - OBLIGATION OF THE COORDINATOR

The Coordinator shall undertake:



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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 No: 2020-1-TR01-KA202-093028 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 No: 2020-1-TR01-KA202-093028 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 No: 2020-1-TR01-KA202-093028 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 No: 2020-1-TR01-KA202-093028 concluded between the National Agency and the Coordinator;
2. to comply with all the provisions of Agreement No: 2020-1-TR01-KA202-093028 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 37 960 EUR.

Article 7 - PAYMENTS

- I. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Partner if the following conditions, and only if, are gathered:
 - If the expenses are justified and validated by the coordinator
 - If the coordinator received the payments of the agency

The payments are connected to the production of working and financial documentary evidences. Therefore, the Partner makes a commitment to respect the following modalities:

Planning of transmission of evidences of eligible expenses and of intellectual outputs to the coordinator	Date of payment after validation by the coordinator	Percentage of the paid subsidy	Amount
1 st instalment	14 days after the signature of the bilateral contract	40%	15.184 EUR
2 nd instalment	14 days after receiving sum from NA after approval of interim report to be send to NA to 202203-30	40%	15.184 EUR
Final payment	up to 20% the balance will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received	20%	7.592 EUR
Total			37.960 EUR

2. All payments shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the assessment of the quality of the results of the project.

Article 8 - BANK ACCOUNT

████████████████████
████████████████████

Account details	
Account holder	Univerzita Pardubice
Address	Studentská 95
Postcode	532 10
City	Pardubice
Region	-
Country	Česká republika
Bank details	
Bank name	Komerční banka, a.s.
Branch address	nám. Republiky 222, Pardubice
Postcode	530 02
Region	-
Account number	19-2522710287/0100
IBAN (if applicable)	CZ1401000000192522710287
BIC (if applicable)	KOMBCZPPXXX
Sort Code (if applicable)	-



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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 interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 15/03/2022 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 30/09/2023 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 - 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 12 - JURISDICTION CLAUSE

1. Failing amicable settlement, the Courts of Turkey 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 Turkish law.

Article 13 - 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.

Annex

Application form submitted to the Turkish National Agency

Done at Eskisehir 01/02/2021 , in two copies.

For the coordinator, the legal representative

For the Coordinator
The legal representative

[Redacted signature]

[Redacted stamp]

For the partner, the legal representative

[Redacted signature]

 Univerzita Pardubice
532 10 Pardubice, Studentská 9.