**Grant agreement model for Erasmus+ studies and traineeship**

**between PROGRAMME and PARTNER COUNTRIES**

**MIDDLE EAST TECHNICAL UNIVERSITY, TR ANKARA04**

Address: Middle East Technical University, Üniversiteler Mahallesi, Dumlupınar Bulvarı No:1 06800 Çankaya Ankara/TURKEY

Called hereafter "the institution", represented for the purposes of signature of this agreement by **Assoc. Dr. Hale Işık Güler, Assistant to President, Erasmus+ Institutional Coordinator,** of the one part, and

Mr/Ms [Student name and forename]

|  |  |
| --- | --- |
| **Date of Birth**: | **Nationality**: |
| **Address**: |
| **Phone**: | **E-mail**: |
| **Sex:** [M/F] | **Academic Year**:  |
| **Study Cycle**: First, Second, Third |
| **Subject Area:** | **Subject Area Code[[1]](#footnote-1):** |
| **Number of completed higher education study years**: |  |
| Student with: financial support from Erasmus+ EU funds 🞏 a zero-grant 🞏 The financial support includes: special needs support 🞏 The student receives financial support other than Erasmus+ EU funds 🞏  |

**Bank account where the financial support should be paid:**

**Bank account holder (if different than student):**

**Bank name**: T. Vakıflar Bankası T.A.O METU

**Clearing/BIC/SWIFT number: Account/IBAN number:**

ü

Called hereafter “the participant”, of the other part,

Have agreed the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I Learning Agreement for Erasmus+ mobility for studies

Annex II General Conditions

Annex III Erasmus+ Student Charter

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The institution shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.

1.2 The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for studies as described in Annex I.

1.3. Amendments to the agreement, including to the start and end dates, shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

2.1 The agreement shall enter into force on the date when the last of the two parties signs.

2.2. The minimum duration of the mobility period is 2 months for traineeships and 3 months or 1 academic term or trimester for studies. Mobilities combining studies and traineeships include a study programme coupled with training activities which can be consecutive or take place during the same period. The minimum duration for combined mobilities is 3 months or 1 academic term or trimester and the Institution will decide on the appropriate combination of study and training activities. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally.

2.3 The mobility period shall start on [date] and end on [date]. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.

2.4 The participant shall receive financial support from Erasmus+ EU funds for […] months and […] days.

2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned mobility period.

2.6 The Transcript of Records or Traineeship Certificate (or statement attached to this document) shall provide the confirmed start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The individual support from Erasmus+ EU funds for the mobility period is **EUR …**, corresponding to **EUR** **700** per month and **EUR 23,33** per extra days. The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

3.2 In addition, the participant shall receive **EUR …**as a contribution for travel.

3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.

3.4 The financial support may not be used to cover similar costs already funded by EU funds.

3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond his/her studies as long as he/she carries out the activities foreseen in Annex I.

3.6 **The financial support or part thereof shall be repaid if the participant does not carry out the mobility activity in compliance with the terms of the agreement.** If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded, except if agreed differently with the institution. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 The participant shall receive individual and travel support in a timely manner. Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period or upon receipt of confirmation of arrival, a pre-financing payment shall be made to the participant, representing **70%** of the financial support from Erasmus+ EU funds specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending institution's timeline, a later payment of the pre-financing can be exceptionally accepted.

4.2 The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance (**30%**). The institution shall pay the remaining amount within 20 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

5.1 The participant shall have adequate insurance coverage. The host institution has clearly informed participant about issues related to insurances. It is the participant’s own responsibility to purchase and provide it when required.

5.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement. Insurance coverage is mandatory. Basic coverage might be provided by the national health insurance of the participant. However, the coverage may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.

Insurance number/reference:

Insurance company:

5.3 [Optional for studies, mandatory for traineeships] Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.

[*A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). It is the responsibility of the institution to check that there is liability insurance covering in a mandatory way at least damages caused by the participant at the work place. Annex 1 provides clarity if this is covered by the host organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation*.]

5.4 [Optional for studies, mandatory for traineeships] Acknowledgement **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.

[*This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. It is the responsibility of the institution to check that insurance against accidents at work has been organised. Annex 1 provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the institution shall ensure that the student is covered by such an insurance (taken either by the institution (on a voluntary basis as part of its quality management) or by the participant herself or himself*)].

ARTICLE 6 – EU SURVEY

6.1. The participant shall receive an invitation to complete the online EU Survey 30 calendar days before the end of the mobility period. **The participant shall complete and submit the survey within 10 calendar days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.**

6.2 A complementary online survey will be sent to the participant, after the end of the mobility, allowing for full reporting on recognition issues.

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

7.1 The Agreement is governed by Turkish Law.

7.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant For the institution

……………………………… Assoc. Prof. Dr. Hale Işık Güler

 Assistant to President

 Erasmus+ Institutional Coordinator

……………………………….. ………………………………..

Done at Ankara,…./…./201.. Done at Ankara, …./…./201..

**Annex II**

**GENERAL CONDITIONS**

**Article 1: Liability**

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The National Agency of Turkey, the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the mobility period. Consequently, the National Agency of Turkey or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

**Article 2: Termination of the agreement**

In the event of failure by the participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the institution is legally entitled to terminate or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

If the participant terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the institution.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded, except if agreed differently with the institution.

**Article 3: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the institution, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the institution, the National Agency, or to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

**Article 4: Checks and Audits**

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Turkey or by any other outside body authorised by the European Commission or the National Agency of Turkey to check that the mobility period and the provisions of the agreement are being properly implemented.

**EK III**

**ORTA DOĞU TEKNİK ÜNİVERSİTESİ ERASMUS ÖĞRENCİ TAAHHÜTNAMESİ**

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| --- |
| **Adı/Soyadı :****Doğum Yeri/Tarihi :****Adresi :****Tel. No :****E- mail Adresi :****Gideceği Ülke / Üniversite :**   |

 Orta Doğu Teknik Üniversitesi ………….. Fakültesi/Enstitüsü …………….., bölümü/ programı ……………………. numaralı öğrencisiyim. 2018-2019 Akademik Yılı Güz / Bahar döneminde öğrenimime ………………. Üniversitesi (ÜLKE)’de Erasmus Değişim Programı’ndan yararlanmak üzere seçildim.

Bu kapsamda Erasmus programı ile ilgili yükümlülüklerimin ve haklarımın neler olduğunu ODTÜ Uluslararası İşbirliği Ofisi (UİO) tarafından düzenlenen bilgilendirme toplantılarından, dağıtılan bilgi notlarından, ODTÜ Uluslararası İşbirliği ofisi web sayfasından ve aynı sayfadaki Erasmus Uygulama El Kitabı’ndan, katıldığım danışman toplantıları ve Giden Öğrenci Oryantasyon Eğitimi’nden, elektronik posta ile gönderilen bilgilendirmelerden tam olarak öğrendim.

Erasmus Öğrenci Hareketliliği Kuralları:

* Programdan yararlanılan dönemde minimum 30 ECTS/5 ders yükü kalmalıdır,
* Erasmus Değişim Programı öncesi (Learning Agreement (LA) Before the Mobility) en az 30 ECTS kredilik veya 5 ders almak zorunludur,
* LA During the Mobility aşamasında yapılacak ders değişikliklerinde de yukarıda belirtilen kural gözetilir,
* Erasmus Değişim Programı sonunda, başlangıçta alınmış olan 30 ECTS’den az 20 ECTS (5 derste 3 ders) krediden başarılı olmayan öğrencilerin toplam hibelerinin %20’si ödenmez,
* Erasmus Değişim Programı dönüşünde karşı üniversitede alınan derslerden başarılı olunan derslerin tamamının ODTÜ’de saydırılması için ilgili akademik birime başvurulur,
* Başlangıçta planlanan hareketlilik süresinde artış olması durumunda, bu durumun en az 1 ay önceden UİO’ya bildirilip, ek sözleşmeyi imzalanması gerekir ve eğer bu süre içerisinde ek sözleşme imzalanmazsa, ek süre için hibe ödemesi yapılmaz,
* Hibe sözleşmesinde belirtilmiş olan tarihlerden daha kısa süre kalınması durumunda, hibe iadesi yapılması gerektiğinde 30 gün içinde UİO tarafından hesaplanan hibe farkını iade edilir,
* Hareketlilik katılımı kanıtlayan belgelerin (örn: ıslak imzalı katılım sertifikası) teslim edilmemesi durumunda hareketlilik geçersiz sayılır ve başlangıçta ödenen hibe tahsis edilir,
* Çevrimiçi AB anketini doldurmayan öğrencilerin hibelerinde %5 kesinti yapılır.

Yukarıda yazan tüm kurallarından haberdar olduğumu UİO tarafından istenilen diğer tüm bilgi ve belgeleri, benden istenecek süre içinde tamamlayarak UİO’ya teslim edeceğimi bildiğimi ve tüm bunları kabul ve taahhüt ederim.

 Yararlanıcı adına:

 ……………………….

 İmza:

 Tarih:

Yer: Ankara

1. The ISCED-F 2013 search tool available at <http://ec.europa.eu/education/tools/isced-f_en.htm> should be used to find the ISCED 2013 detailed field of education and training that is closest to the subject of the degree to be awarded to the student by the Sending Institution. [↑](#footnote-ref-1)