**AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS**

**AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS**

Project code: [2023-1-TR01-KA131-HED-000116330]

Field: Higher Education

Academic year: 20../20..

Project Year: ………..

###### **PREAMBLE**

This **Agreement** (‘the Agreement’) is **between** the following parties:

**on the one part,**

the **Organisation** (‘the organisation’),

[**Middle East Technical University, TRANKARA04**]

Address: [Dumlupınar Bulvarı, Üniversiteler Mahallesi, 06800, Ankara]

Email: [ico@metu.edu.tr]

represented for the purposes of signature of this agreement by [**Prof. Dr. Gaye Teksöz, Advisor to the President]**

**and**

**on the other part,**

the **‘participant’**

[first name and family name]

Date of birth:

Address: [official address in full]

Phone:

Email:

Student ID Number:

Country where the mobility will take place:

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

Bank account holder:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex 1: [Erasmus+ learning agreement for student mobility for studies/ Erasmus+ learning agreement for student mobility for traineeships][[1]](#footnote-2)

 Annex 2: Middle East Technical University Erasmus Student Charter

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

**Total amount includes:**

☐ Base amount for individual support for long-term physical mobility

☐ Base amount for individual support for short-term physical mobility

☐ Top-up amount for students and recent graduates with fewer opportunities on long-term mobility

☐ Top-up amount for students and recent graduates with fewer opportunities on short-term mobility

☐ Top-up amount for traineeships

☐ Top-up amount for green travel to individual support

☐ Travel support (standard travel or green travel amount)

☐ Travel days (additional individual support days)

☐ Exceptional cost for expensive travel (based on real costs)

☐ Inclusion support (based on real costs)

**The participant receives:**

☐ a financial support from Erasmus+ EU funds

☐ a zero-grant

☐ a partial financial support from Erasmus+ EU funds for part of the physical duration

###### **TERMS AND CONDITIONS**

#### **ARTICLE 1 – SUBJECT OF THE AGREEMENT**

* 1. This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
	2. The organisation will provide support to the participant for undertaking a mobility activity.
	3. The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in the Annex 1.
	4. Amendments to this grant agreement will 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 grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.

2.2 The mobility period will start on [date] and end on [date].

2.3 The period covered by the grant agreement includes:

* a physical mobility period from [date] to [date], equal to [………] days
* [For blended mobility: a virtual component from [date] to [date].

2.4 The [transcript of records/traineeship certificate/certificate of attendance (or statement attached to these documents)] shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

#### **ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide [2023 version].

3.2 The participant will receive a financial support from Erasmus+ EU funds for […] days.

3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide of […] days. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 The organisation shall provide the participant the total financial support for the mobility periodin the form of a payment of EUR […..].

3.5 The contribution towards costs incurred in connection with travel or inclusion needs (inclusion support, exceptional costs for expensive travel, travel support, green travel top-up, top-up for fewer opportunities), shall be based on the supporting documents provided by the participant.

3.6 The financial support may not be used to cover costs for actions already funded by Union funds.

3.7 Notwithstanding Article 3.6, the financial support is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

3.8 In line with the rules stated in the Higher Education Institution (HEI) Implementation Handbook, the grant amount can be deducted if the participant demonstrates unsatisfactory success or does not complete the participant report. Related clauses: The remaining 20% of the grant will not be paid until the students complete the EU Survey which they will receive via e-mail after submitting all their return documents. At the end of the Erasmus Exchange Program, 20% of the total grant will not be paid to students who have not successfully completed at least 20 ECTS credits out of the initial 30 ECTS credits. Students who are successful in less than 20 ECTS credits at the host university, but count at least 20 ECTS credits at METU after their return, are also paid 20% of the grant, taking into account their academic success. Total financial support is recalculated according to the dates of the actual mobility performed, according to the return documents provided by the student.

#### **ARTICLE 4 – PAYMENT ARRANGEMENTS**

4.1 Payment shall be made to the participant no later than (whichever comes first):

- 30 calendar days after the signature of the agreement by both parties

- the start date of the mobility period / upon receipt of confirmation of arrival by the participant.

The payment shall be made to the participant representing [80%] of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

4.2 The submission of the participant report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

#### **ARTICLE 5 – RECOVERY**

5.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

#### **ARTICLE 6 – INSURANCE**

6.1    The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own.

6.2   Insurance coverage shall include at minimum a health insurance [mandatory for traineeships and optional for other mobilities:] and a liability insurance and an accident insurance.] [Explanation: In the case of intra-European mobility, the participant’s national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.]

Insurance provider(s):

Insurance number:

Insurance Company:

6.3    The responsible party for taking the insurance coverage is: [the organisation OR the participant OR the receiving organisations]

#### **ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)**

7.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

7.2 The level of language competence in [main language of instruction/work to be specified] that the participant already has or agrees to acquire by the start of the mobility period is: A1☐ A2☐ B1☐ B2☐ C1☐ C2☐

#### **ARTICLE 8 – PARTICIPANT REPORT**

8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

8.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

#### **ARTICLE 9 – ETHICS AND VALUES**

9.1 Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

9.2 Values: The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

#### **ARTICLE 10 – DATA PROTECTION**

10.1 The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

10.2 All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU organisations 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 sending organisation, 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)).

10.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of his/her personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

#### **ARTICLE 11 – TERMINATION OF THE AGREEMENT**

11.1 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 organisation 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.

11.2 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 their 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.

#### **ARTICLE 12 – CHECKS AND AUDITS**

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

#### **ARTICLE 13 – LIABILITY**

13.1 Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their 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.

13.2 The National Agency of Türkiye, 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 Türkiye or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

#### **ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT**

14.1 The Agreement is governed by Turkish national law.

14.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation 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 organisation

[name / forename] Prof. Dr. Gaye Teksöz

 Advisor to the President

 Erasmus+ Institutional Coordinator

Signature: Signature:

Done at Done at

Place: Place:

Date: Date:

**Annex 1**

[Key Action 1 – HIGHER EDUCATION]

**Erasmus+ learning agreement for student mobility for studies**

**Erasmus+ learning agreement for student mobility for traineeships**

**Annex II**

**Middle East Technical University Erasmus Student Charter**

I hereby confirm that I have been informed by the International Cooperations Office (ICO) about my obligations and rights regarding the Erasmus+ program I have been selected for through the information meetings held, the information notes distributed, the International Cooperations Office (ICO) web page and the Erasmus Application Handbook on the same page, advisor meetings and the Outgoing Student Orientation training, and that I have been informed that the issues that do not fall under the responsibility of the ICO (visa, course selection, language of the courses to be taken at the opposite university, academic calendar, etc.) are my personal responsibility.

Rules for Course Selection:

* A minimum of 30 ECTS credits course load should remain for the semester the mobilty will take place,
* It is compulsory to take at least 30 ECTS credits of courses before the Erasmus Exchange Program (pre-mobility learning agreement / Onilne Learning Agreement-OLA),
	+ The above-mentioned rule shall also be observed in the course changes to be made in the learning agreement during mobility / Changes to OLA,
* At the end of the Erasmus Exchange Program, 20% of the total grant is not paid if the student is not successful in at least 20 ECTS credits out of the initially agreed 30 ECTS credits. However, students who are successful in less than 20 ECTS credits at the hosting university, but substitute at least 20 ECTS credits at METU after their return, will be paid 20% of their grants, taking into account their academic status,
* Upon returning from the Erasmus Exchange Program, an application is made to the relevant academic unit to have all of the successful courses taken at the hosting university substituted at METU.

Rules on financial support calculations:

* Documents required for the financial support to be paid to the students (acceptance letter, academic approval form-departure, pre-mobility learning agreement or OLA, semester permit, health insurance (for mandatory ones), visa result information, etc.) After the submission of these documents to ICO, 80% of the total financial support is paid to the students,
* Total financial support is recalculated according to the dates of the actual mobility performed upon return from the program,
* In case of an increase in the initially planned mobility period, this must be notified to ICO at least 1 month in advance and the additional contract must be signed and if the additional contract is not signed within this period, no financial support payment will be made for the additional period,
* In case of a shorter stay than the dates specified in the grant agreement, the difference in financial support calculated by ICO will be refunded within 30 days when a grant refund is required,
* If the documents proving mobility participation (wet-signed certificate of attendance, round-trip flight tickets, transcript, OLA showing course exchange, academic approval form - return, online EU questionnaire) are not submitted by the deadline set by ICO (June 30 for Autumn semester; December 30 for Spring semester), the mobility will be considered invalid and the financial support initially paid by ICO will be requested to be refunded.
* In case of a situation requiring a refund, the amount in question will be registered to the student's online METU account and until the refund is completed, the student will not be able to complete the registration cancellation step of the graduation procedures at METU.
* The remaining 20% grant payment process will not be initiated until the students complete the EU questionnaire that they will receive via e-mail after submitting all return documents to their ICO advisors.
* The bank account of the student which is used for grant payments should remain open for at least 5 years, in order to receive any additional payments due to potential budgetary decisions that can be taken for the specific project stated in the grant agreement.
* The student is responsible for making their travel arrangements and having a valid passport/visa to travel; in case of any problem/cancellation or rejection about the travel arrangements and passport/visa, the student will not claim any reimbursement for their expenses. In the case of a visa rejection, a -10 point deduction will not be applied in the next application period for the student.
* Travel and liability insurances are not compulsory but are encouraged. In case of any accidents, the responsibility will lie entirely with the students if they are not in possession of the said insurances.

I am aware of all the above-mentioned rules and I accept and undertake that I will complete and submit all other information and documents requested by the UIO to the UIO within the period requested from me.

Name of the Beneficiary:

…………………….

Signature:

Date:

Place : Ankara

1. It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: scanned copies of signatures and electronic signatures may be accepted (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations. [↑](#footnote-ref-2)