

Grant agreement model for Erasmus+ studies and traineeship between PROGRAMME and PARTNER COUNTRIES

[This template can be adapted by the National Agency (NA) or the higher education institution (HEI), but the contents of the template are minimum requirements. Blue code: directions for NAs/HEIs that should be deleted; yellow code: NA/HEI to select or edit as applicable.]

[Full official name of the Programme Country institution and Erasmus Code]

Address: [official address in full]

Called hereafter "the institution", represented for the purposes of signature of this agreement by [name(s), forename(s) and function], of the one part, and

Mr/Ms [Student name and forename]

Date of birth:

Nationality:

Address: [official address in full]

Phone:

E-mail:

Sex: [M/F]

Academic year: 20./20..

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle/One-cycle study programme]

Subject area: [degree in sending institution] Code: [ISCED-F code]

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

[Institution to complete the following box for all participants receiving financial support from Erasmus+ EU funds, except those receiving only a zero-grant].

Bank account where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

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

[Institution to select:

Learning Agreement for Erasmus+ mobility for studies

Learning Agreement for Erasmus+ mobility for traineeships

Learning Agreement for Erasmus+ mobility for studies and for traineeships]

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/traineeship/studies and traineeship] 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. [Institution to select for participants attending a language course provided by another organisation than the receiving institution as a relevant part of the mobility period abroad: The start date of the mobility period shall be the first day of language course attendance outside 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. [The number of months and extra days shall be equal to the duration of the mobility period; for zero-grant participants, the number of months and days should be 0] [Institution to select if applicable and complete with specific rules if needed: The participant shall receive a financial support other than Erasmus+ EU funds for [...] days of activity.]
- 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 [...] per month and EUR [...] 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. [Institution to select if applicable and complete with specific rules if needed: The financial support other than Erasmus+ EU funds for the mobility period is EUR [...].]
- 3.2 [NA/institution shall select Option 1 or Option 2] [Option 1: [In addition, the participant shall receive [...] EUR as a contribution for travel.] [For zero-grant participants, the contribution for travel should be 0]
- 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.
- 3.7 Under the below mentioned clauses financial support provided to participant shall be deducted or refunded.

- When participant completed the 19-11 ECTS course load successfully, 30% of the grant based on total duration of mobility shall be deducted. When participant completed the 10-0 ECTS course load successfully, the grant that has been paid before the mobility shall be refunded by the student.
- If the participant does not complete the required after mobility documents in line with the terms of the agreement, 30% of the grant based on total duration of mobility shall be deducted.
- If the participant does not submit the partner university transcript of records and approved certificate of participation which are the proof for fulfillment of the mobility, the grant that has been paid before shall be refunded by the student.
- If the participant does not complete the online final report after mobility, 5% of the grant based on total duration of mobility shall be deducted.
- If a student leaves the host organization/country for more than 7 days (including weekends), student is not paid for that duration. If the student was paid for those days, then he/she is asked to return that amount to Koc University.
- If a student returns home country before the end of the mobility period and/or before the min. required duration (min. 3 months), then sanctions regarding the Erasmus+ Worldwide grant will be implemented. If there is a “Force Majeure” situation, student should immediately get in touch with OIP and OIP will seek Turkish National Agency’s advice and approval on the matter. If Turkish National Agency approves the situation as “Force Majeure”, then OIP will inform student and student will be able to return home before the end of the mobility period. Student will only receive the grant for valid days of mobility. If a student returns home without getting in touch with OIP first, then the mobility will be considered as invalid and student will be asked to return the initial grant (70%) back to Koc University.

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 [between 50% and 100%] [Higher education institution completes with specific provisions on pre-financing payment(s), amounts.] of the financial support from Erasmus+ EU funds specified in Article 3.
- 4.2 [If the pre-financing payment(s) do(es) not cover the total of the grant: [The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance. 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.]
- 4.3 [If the participant receives a financial support other than Erasmus+ EU funds: institution to complete with the applicable payment arrangements]

ARTICLE 5 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage. [The NA/institution shall add a clause to this agreement in order to ensure that students are clearly informed about issues related to insurances. It shall always highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (for studies: institution or participant; for traineeships: receiving organisation, institution or student) must be stated. The following information is optional but recommended: the insurance number/reference and the insurance company. This depends highly on the legal and administrative provisions in the sending and receiving country.]
- 5.2 [For studies and traineeships] 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.]
- 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
[name / forename]

[signature]

Done at [place], [date]

For the institution
[name / forename / function]

[signature]

Done at [place], [date]

[Key Action 1 – HIGHER EDUCATION]

Learning Agreement for Erasmus+ mobility for studies
Learning Agreement for Erasmus+ mobility for studies and for traineeships
Learning Agreement for Erasmus+ mobility for traineeships

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.