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## Grant agreement model for Erasmus+ Traineeship Mobility

Field: Higher Education Academic year:

Full official name of the sending organisation: Erasmus code [if applicable]: Address:

Called hereafter "the organisation", represented for the purposes of signature of this agreement, on the one part, and

Student name and forename Date of birth: Address: Phone: E-mail: Study cycle (First cycle/Second cycle/Third cycle/Short cycle study programme): Subject area: Code: Number of completed higher education study years:

Bank account where the financial support should be paid: Bank account holder: Bank name: Clearing/BIC/SWIFT number: Account/IBAN number:

Called hereafter "the participant", on the other part,

Have agreed to 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/ Learning Agreement for
	Erasmus+ mobility 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.

The participant receives [choose one]:

 $\Box$  a financial support from Erasmus+ EU funds

 $\Box$  a zero-grant

 $\Box$  a financial support from Erasmus+ EU funds combined with zero-grant

Total amount includes [select if applicable]:

□ Individual support for long-term physical mobility

□ Individual support for short-term physical mobility

□ Top-up support for students with fewer opportunities on long-term mobilities, 250 EUR

 $\Box$  Top-up support for students with fewer opportunities on short-term mobilities, 100 EUR or 150 EUR

□ Top-up for traineeship activity, 150 EUR

□ Green travel individual support top-up (single contribution), 50 EUR

□ Travel support (standard travel or green travel)

- □ Additional travel days (additional individual support days)
- □ Expensive travel support (based on real costs)

□ Inclusion support (based on real costs)

# SPECIAL CONDITIONS

## ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity for [studies/traineeships/studies and traineeship] under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for [studies/ traineeships/ studies and traineeship] as described in Annex I.
- 1.3. Amendments to the agreement 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 physical mobility period shall start on [date] at the earliest and end on [date] at the latest. The start date of the mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation. The start date of the mobility period shall be the first day of language course attendance outside the receiving organisation]. If applicable, [X] travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for [...] months and [...] days.
- 2.4 For long-term mobility, the total duration of the physical mobility period shall not exceed 12 months, including any zero-grant period. For short-term mobility, the total duration of the physical mobility period shall not exceed 30 days.
- 2.5 The participant may submit a request concerning the extension of the mobility period within the limit set out in article 2.4. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

## ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The participant shall receive financial support from Erasmus+ EU funds for [X days] of physical mobility.
- 3.3 The total financial support for the mobility period is EUR [...], corresponding to EUR for long-term mobility.
- 3.4 The reimbursement of costs incurred in connection with inclusion needs [If the participant is entitled to a travel grant: or expensive travel costs], when applicable, shall be based on the supporting documents provided by the participant.
- 3.5 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.6 Notwithstanding article 3.5, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its studies/traineeship as long as they carry out the activities foreseen in Annex I.

## ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period, a pre-financing 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 sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.
- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final report via the online EU Survey 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 – INSURANCE

- 5.1 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.
- 5.2 Insurance coverage shall include at minimum a health insurance, a liability insurance and an accident insurance.

Insurance provider(s), insurance number and insurance policy

### Health insurance has been provided in the following ways:

- □ Through the European Health Insurance Card.
- □ Through private insurance taken by the sending higher education institution
- □ Through private insurance taken by the student:

## Liability insurance has been provided in the following way(s):

- $\Box$  Through the receiving organisation
- $\hfill\square$  Through the sending higher education institution
- □ Through private insurance taken by the student:

## Accident insurance has been provided in the following way(s):

- □ Through the receiving organisation
- □ Through the sending higher education institution
- □ Through private insurance taken by the student:

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

ARTICLE 6 – ONLINE LINGUAGE SUPPORT [Only applicable for mobilities for which the main language of instruction or work is available in the Online Linguistic Support (OLS) tool, with the exception of native speakers]

- 6.1. The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
- 6.2 [Optional-only if not included in the Learning Agreement] The level of language competence in [main language of instruction/work to be specified] that the student already has or agrees to acquire by the start of the mobility period is: A1□ A2□ B1□ B2□ C1□ C2□
- 6.3 [Only applicable to participants following an OLS language course] The participant will follow the OLS language course of their choice, starting as soon as they receive access and making the most out of the service. The participant will immediately inform the organisation if he/she is unable to carry out the course, before accessing it.

# ARTICLE 7 – FINAL PARTICIPANT REPORT (EU SURVEY)

- 7.1. The participant shall complete and submit the participant report (via the online EU Survey tool) after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online final report may be required by their organisation to partially or fully reimburse the financial support received.
- 7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

# ARTICLE 8 – DATA PROTECTION

8.1. The sending 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://erasmus.plus.ec.europa.eu/erasmus.and.data.protection/privacy.statement.mobility.tool

https://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool

# ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

- 9.1 The Agreement is governed by Turkish law.
- 9.2 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<br/>[name / forename]For Karabük University<br/>Lecturer Oya ÖNALAN<br/>Erasmus+ Institutional CoordinatorSignature:Signature:Done at Karabük, [date]Done at Karabük, [date]

#### Annex II

### GENERAL CONDITIONS

### Article 1: Liability

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.

The National Agency of Turkiye, 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 Turkiye 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 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.

If the participant terminates the agreement before its agreement ends or if they fail to follow the agreement in accordance with the rules, they shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

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 3: Data Protection**

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 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 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 legislation1 (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of their personal data 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 Turkiye or by any other outside body authorised by the European Commission or the National Agency of Turkiye to check that the mobility period and the provisions of the agreement are being properly implemented.

<sup>1</sup> Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

https://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool