

Specific Agreement on Student, Staff and Researchers Mobility

Between

ENSMAC - Bordeaux Institute of Technology (France) hereafter referred to as ENSMAC

- Bordeaux INP

represented by Marc PHALIPPOU, General director

and

YILDIZ TECHNICAL UNIVERSITY

represented by Prof. Dr. Eyüp DEBİK, Rector

This Specific Agreement is concluded by and between ENSMAC - Bordeaux INP (France) and YILDIZ TECHNICAL UNIVERSITY, and aims to promote academic cooperation and academic mobility of students, staff and researchers.

ENSMAC - Bordeaux INP, herein represented by its General Director Marc PHALIPPOU and YILDIZ TECHNICAL UNIVERSITY, herein represented by Rector Prof. Dr. Eyüp DEBİK, have mutually agreed and covenanted as set forth in the terms and conditions herein below:

SECTION 1 – PURPOSE

The purpose of this Agreement is

- 1.Exchange of undergraduate and graduate students (internship or academic program);
- 2.Exchange of faculty and staff members;
- 3.Joint research stays;
- 4.Special short-term academic programs and projects.

Stays and exchange may be in face-to-face and virtual modalities, as appropriate.

SECTION 2 – FACULTY MEMBERS/RESEARCHERS EXCHANGE

2.1.1 Visiting faculty members/researchers shall take part in conferences, teaching and/or research activities, taking into account that the duration time for each stay shall not exceed one academic year (two semesters – 12 months).

Any research activity (invitation, mobility, project...) including those mentioned above will be the subject of a specific contract, including (but not limited to) rules on confidentiality and intellectual property.

2.1.2. Health insurance coverage must be arranged by the faculty member/researcher in before entering the country of their destination.

2.1.3. Salaries shall be paid by the institution of origin.

SECTION 3 – UNDERGRADUATE AND GRADUATE STUDENTS EXCHANGE

- 3.1. Students shall be pre-selected by their home institution based on their academic excellence. The host institution shall be responsible for the final acceptance.
- 3.2. Students accepted by the host institution shall be deemed to be exchange students and shall be subject to all the rules and regulations of the host institution, and shall comply with them in the same manner as the regular students thereof.
- 3.3. Students participating in the exchange program shall be encouraged to learn the language spoken at the country of the host institution, at a level compatible with the activities developed for them.
- 3.4. Each student shall follow a course of studies jointly agreed between the two institutions.
- 3.5. The student's stay shall not exceed one academic year, except in the case of double degree programs.
- 3.6. Undergraduate double accreditation programs and co-supervision of theses and dissertations shall be the object of a specific instrument to be executed between the concerned parties.
- 3.7. The institutions shall present and accept, under this Agreement, up to 2 students, per academic year/ Semester, unless otherwise agreed upon.
- 3.8. Health insurance coverage must be arranged by the student upon his/her arrival at the host institution.
- 3.9 Academic performance will be evaluated in accordance with the regulations of the receiving institution, which will forward to the person in charge of the home institution the grades obtained by the student, as soon as the mobility period has concluded, in any of the modalities, that is, face-to-face or virtual.
- 3.10 The receiving institution will send to the home institution the grades obtained by the student, according to its own grading scale as well as in ECTS.

SECTION 4 – FINANCIAL SUPPORT

- 4.1. Faculty members/researchers involved in exchange programs hereunder shall not pay fees to the host institution. The remaining expenses (travel, accommodation and etc.) shall be borne by the faculty member/researcher, who may seek funding from external agencies.
- 4.2. Students involved in exchange programs hereunder shall pay the academic tuition and fees, if any, at their institution of origin. The remaining expenses (travel, accommodations and etc.) shall be borne by the student. The existence of this Agreement shall not imply any obligation of the institutions to provide financial support.

SECTION 5 – OBLIGATIONS OF THE PARTIES

5.1 Obligations of the home institution

- 5.1.1 The home institution shall select mobility students, according to the requirements by the receiving institution.
- 5.1.2 The home institution shall acknowledge the academic results obtained by the student at the host institution, based on the work program previously agreed to between the institutions and the respective credits and/or hours.
- 5.1.3 The home institution authorizes the academic courses that students will take during the mobility in both modalities.

5.2 Obligations of the host institution

5.2.1 At the completion of the stay of the student, the host institution shall forward to the appropriate office of the institution of origin an official document, specifying the activities carried out and, as the case may be, the achievement level attained.

5.2.2 The host institution shall provide such adequate research conditions and locations for the work of the visiting faculty member/researcher as are within its reach.

5.2.3 Both institutions agree in a binding form to promote the integration of the students in the academic life of the host institution.

5.2.4 The host institution provides the institution of origin, with due opportunity, the calendars of activities, clearly establishing the dates of receipt of documents, beginning and end of the academic period, and any other information that it deems necessary in both face-to-face and virtual modalities.

5.2.5 The host institution receives the documentation of the postulated students and notify the Party of origin, with due opportunity, the list of accepted students, so that they can carry out the necessary immigration and academic procedures that correspond to each modality.

5.2.6 In the case of face-to-face modality, the host institution support and advises mobility students to find suitable accommodation.

5.2.7 The host institution exempts the mobility student from tuition fees.

SECTION 6 – COORDINATION OF THE AGREEMENT

6.1. To ensure the technical-administrative coordination of this Agreement, ENSMAC – Bordeaux INP hereby appoints Neso Sojic, Director for International Relations at ENSMAC - Bordeaux INP and YILDIZ TECHNICAL UNIVERSITY, hereby appoints MURAT TURHAN, Director of International Office at YILDIZ TECHNICAL UNIVERSITY.

6.2. It is incumbent on the Coordinators to provide solutions and to resolve all academic and administrative issues that may occur during the effective term hereof, as well as to ensure supervision of the activities.

SECTION 7 – CIVIL LIABILITY

Both institutions are exempted from any civil liability that may be generated as a result of the implementation of cooperation activities covered by this Agreement, except in the case of gross negligence or willful conduct.

SECTION 8 - PERSONAL DATA

If personal data must be processed in connection with this agreement, the Parties undertake to comply with all the rules in force, and in particular Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (known as "GDPR"). The Parties undertake to respect the terms of the appendix to the agreement relating to compliance with the GDPR on the website of BORDEAUX INP available at

https://www.bordeaux-inp.fr/sites/default/files/upload/annexe_rgpd_convention_internationale_bx_inp2.pdf

SECTION 9 – EFFECTIVE TERM

This Agreement shall be effective for a period of five (5) years, as from the date it is executed by the representatives of both Parties and could be automatically extended by mutual consent. Any changes herein shall be implemented in the form of an Amendment duly agreed to between the Parties.

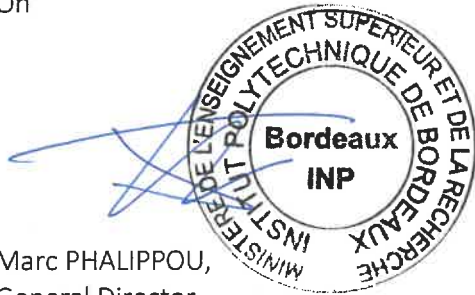
SECTION 10 – TERMINATION

This Agreement may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In this case, the parties shall define in an Agreement Termination Report, the guidance notes to terminate the affected programs. All the activities already being in progress are to be continued until completion as intended.

SECTION 11 – SETTLEMENT OF DISPUTES

In order to settle any disagreements that may arise under execution of this Agreement, the Parties shall exert their best efforts to achieve a solution by mutual consent.

For ENSMAC – Bordeaux INP
On

A blue ink signature of Marc PHALIPPOU is written over a circular official stamp. The stamp contains the text "MINISTÈRE DE L'ENSEIGNEMENT SUPÉRIEUR ET DE LA RECHERCHE" around the top edge, "INSTITUT POLYTECHNIQUE DE BORDEAUX" around the bottom edge, and "Bordeaux INP" in the center.

Marc PHALIPPOU,
General Director

For YILDIZ TECHNICAL UNIVERSITY
On

A blue ink signature of Prof. Dr. Eyüp Debik.

Prof. Dr. Eyüp Debik
Rector