

**STANDARD CONTRACT OF EMPLOYMENT
(FOR FOREIGN NATIONAL INSTRUCTORS)**

The following agreement is made by and between **Gazi University Rectorate** and Foreign National Instructor.....,born on/.../....., in the framework of the terms and conditions stated below.

Article 1 – Within this Agreement, Foreign National Instructor hereby undertakes to provide his/her service pursuant to the Higher Education Law No. 2547, the Higher Education Personnel Law No. 2914 and the provisions regulated in other higher education legislation in force.

Article 2 – The term of this Agreement shall commence upon/.../..... and shall continue through/.../.....

Article 3- a) The monthly gross wage is Turkish liras and shall be paid on a monthly basis. All the necessary statutory deductions and premiums to be cut under the Social Insurance and General Health Insurance Law No. 5510 shall be charged from this remuneration.

b) Foreign National Instructor's travel expenses from his/her home country are reimbursed only for him/herself if s/he is employed for a half semester, a spousal coverage in the reimbursement is available if Foreign National Instructor is employed more than a half semester.

c) Foreign National Instructor's travel expenses to return to his/her home country are financed only for him/herself if s/he is employed for a half semester; a spousal coverage in the payment shall only be available if Foreign National Instructor is employed for two semesters and more. To benefit from this stipulation, Foreign National Instructor's contract must be completed and s/he must leave the country within one month following the completion of the contract. If Foreign National Instructor causes the breach of contract by not returning to his/her duty after going abroad whether on leave or on duty or by desertion of duty, the return expenses shall not be remunerated.

d) In the event of death, expenses of funeral transportation to home country shall be paid.

e) Daily and travel expenses of those assigned to an alternative workplace on a short-term basis (not exceeding the duration specified in the provisions of Travel Expense Law No. 6245 and per diem allowances paid to a first degree civil servant) cannot exceed the amount paid to a full time contracted instructor of an equivalent status. Foreign National Instructor cannot receive extra payment of any amount for any reason whatsoever.

Article 4 – The length of annual leave for a Foreign National Instructor at this position is equivalent to that of a full time contracted instructor of an equivalent status. Pregnant foreign nationals shall be entitled to a total period of sixteen weeks of maternity leave, eight weeks before the birth and eight weeks after the birth. In case of multiple pregnancy, an extra two week period shall be added to the eight-week maternity leave before the birth. Those who wish to do so may work up to three weeks before delivery on condition that they provide a physician's report confirming the appropriateness of their health eight weeks before the delivery. In this case, the time during which they worked shall be added to the time period allowed to them after birth. As of the end of the maternity leave, one and a half hour in a day is allocated to nursing leave in teaching duty schedule for period of one year. The amount of temporary disability benefits to be remunerated to Foreign National Instructor due to sickness and maternity pursuant to the Social Insurance and General Health Insurance Law No. 5510 shall be deducted from the monthly contract wage.

Article 5 – In the event that Foreign National Instructor's weekly teaching and practice load is less than prescribed, s/he can be directly assigned to take on responsibilities in other higher education institutions with private budgets by the Head of the Higher Education Council upon the recommendation of the Rector.

Article 6 – In cases when Foreign National Instructor does not comply with the provisions of legislation or agreement specified in the first article, a written notice shall be provided to him/her. The Rector shall breach the contract unless no change occurs in his/her attitude despite the notice.

Article 7 – The University can allocate a lodging house or a residential building that will be rented in accordance with the environment quality to Foreign National Instructor.

Article 8 – Regarding the issues not provided herein, the Council of Ministers' Decision No. 83/ 7148 dated 14.10.1983 shall be regulatory and binding.

Article 9 – **Ankara Administrative Courts** are authorized to settle any possible disputes arising from the contract herein.

Foreign National Instructor

Rector