

## ANNEX IV

**Grant agreement for Erasmus+ student mobility  
between programme and partner countries****UNIVERSITAT DE VALÈNCIA (E VALENCIO1)**

Address: Palacio de Cerveró. Plaza Cisneros, 4. 46003 Valencia

Called hereafter "the institution", represented for the purposes of signature of this agreement by Carlos Padilla Carmona, Vice-Principal for Internationalization and Cooperation, of the one part, and

**Mr/Ms:**

(The shaded fields will be filled in by Universitat de València)

Date of birth:

Nationality:

Passport number:

Address: [official address in full]

Phone:

E-mail:

Sex: [M/F]

Academic year: 2019/20

Study cycle: First cycle

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 **Bank account where the financial support should be paid****Bank name:****IBAN number:**

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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 Learning Agreement for Erasmus+ mobility for studies

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.

## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support or the provision of services 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

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- 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 3 months or 1 academic term or trimester. 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 \_\_\_\_\_ and end on \_\_\_\_\_. The start date of the mobility period shall be the first day that the participant needs to be present at 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. The participant shall receive a financial support other than Erasmus+ EU funds for 0 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 the Certificate of Attendance shall provide the confirmed start and end dates of the mobility period.

### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support from Erasmus+ EU funds for the mobility period is EUR \_\_\_\_\_, corresponding to EUR 800 per month. 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.  
The financial support other than Erasmus+ EU funds for the mobility period is EUR 0 .
- 3.2 In addition, the participant shall receive \_\_\_\_\_ EUR as a contribution for travel.
- 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.3. 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.

### ARTICLE 4 – PAYMENT ARRANGEMENTS

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- 4.1 A pre-financing payment shall be made to the participant no later than 30 calendar days after the start date of the mobility period representing 70% of the financial support from Erasmus+ EU funds specified in Article 3. In case the participant did not provide the supporting documents in time, according to the institution's timeline, a later payment of the pre-financing can be exceptionally accepted.  
In addition, the corresponding contribution for travel payment shall be added to the pre-financing.
- 4.2 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 30% within 15 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.

### ARTICLE 5 – INSURANCE

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- 5.1 The participant shall have adequate insurance coverage. The insurance has to cover the full length of the student's exchange period. Universitat de València will buy a health insurance for the student unless the student confirms to have bought one previously.
- 5.2 Universitat de València will provide information about the health insurance.

**ARTICLE 6 – EU SURVEY**

- 6.1 The participant shall receive an invitation to complete the online EU Survey 30 days before the end of the mobility period. The participant shall complete and submit the survey within 15 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 may 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 Spanish 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**

<p><b>For the participant</b></p> <hr/> <p style="text-align: center;">(name and forename)</p> <p>Signature:</p>   <p>Done at València, ____ _____ 20__</p>	<p><b>For the institution,</b></p> <p>Carlos Padilla Carmona,  Vice-Principal for Internationalization  and Cooperation</p> <p>Signature and seal:</p>   <p>Done at València, ____ _____ 20__</p>
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**[Key Action 1 – HIGHER EDUCATION]  
Learning Agreement for Erasmus+ mobility for studies**

## **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 Spain, 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 Spain 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.

#### **Article 3: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 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 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 sending 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 sending 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 Spain or by any other outside body authorised by the European Commission or the National Agency of Spain to check that the mobility period and the provisions of the agreement are being properly implemented.



<b>Student</b>	Last name(s)	First name(s)	Date of birth	Nationality <sup>1</sup>	Sex [M/F]	Study cycle <sup>2</sup>	Field of education <sup>3</sup>
<b>Sending Institution</b>	Name	Faculty/Department	Erasmus code <sup>4</sup> (if applicable)	Address	Country	Contact person name <sup>5</sup> ; email; phone	
<b>Receiving Institution</b>	Name	Faculty/ Department	Erasmus code (if applicable)	Address	Country	Contact person name; email; phone	

### Before the mobility

<i>Study Programme at the Receiving Institution</i>					
Planned period of the mobility: from [month/year] ..... to [month/year] .....					
<b>Table A Before the mobility</b>	Component <sup>6</sup> code (if any)	Component title at the Receiving Institution (as indicated in the course catalogue <sup>7</sup> )	Semester [e.g. autumn/spring; term]	Number of ECTS credits (or equivalent) <sup>8</sup> to be awarded by the Receiving Institution upon successful completion	
	<b>Total: ...</b>				

Web link to the course catalogue at the Receiving Institution describing the learning outcomes: *[web link to the relevant information]*

The level of language competence<sup>9</sup> in \_\_\_\_\_ *[indicate here the main language of instruction]* that the student already has or agrees to acquire by the start of the study period is: A1  A2  B1  B2  C1  C2  Native speaker

<i>Recognition at the Sending Institution</i>					
<b>Table B Before the mobility</b>	Component code (if any)	Component title at the Sending Institution (as indicated in the course catalogue)	Semester [e.g. autumn/spring; term]	Number of ECTS credits (or equivalent) to be recognised by the Sending Institution	
	<b>Total: ...</b>				

Provisions applying if the student does not complete successfully some educational components: *[web link to the relevant information]*

<i>Commitment</i>					
By signing this document, the student, the Sending Institution and the Receiving Institution confirm that they approve the Learning Agreement and that they will comply with all the arrangements agreed by all parties. Sending and Receiving Institutions undertake to apply all the principles of the Erasmus Charter for Higher Education relating to mobility for studies (or the principles agreed in the Inter-Institutional Agreement for institutions located in Partner Countries). The Beneficiary Institution and the student should also commit to what is set out in the Erasmus+ grant agreement. The Receiving Institution confirms that the educational components listed in Table A are in line with its course catalogue and should be available to the student. The Sending Institution commits to recognise all the credits or equivalent units gained at the Receiving Institution for the successfully completed educational components and to count them towards the student's degree as described in Table B. Any exceptions to this rule are documented in an annex of this Learning Agreement and agreed by all parties. The student and the Receiving Institution will communicate to the Sending Institution any problems or changes regarding the study programme, responsible persons and/or study period.					
Commitment	Name	Email	Position	Date	Signature
Student			<i>Student</i>		
Responsible person <sup>10</sup> at the Sending Institution					
Responsible person at the Receiving Institution <sup>11</sup>					



### During the Mobility

Exceptional changes to Table A (to be approved by e-mail or signature by the student, the responsible person in the Sending Institution and the responsible person in the Receiving Institution)						
Table A2 During the mobility	Component code (if any)	Component title at the Receiving Institution (as indicated in the course catalogue)	Deleted component [tick if applicable]	Added component [tick if applicable]	Reason for change <sup>12</sup>	Number of ECTS credits (or equivalent)
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Choose an item.	
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose an item.	

Exceptional changes to Table B (if applicable) (to be approved by e-mail or signature by the student and the responsible person in the Sending Institution)					
Table B2 During the mobility	Component code (if any)	Component title at the Sending Institution (as indicated in the course catalogue)	Deleted component [tick if applicable]	Added component [tick if applicable]	Number of ECTS credits (or equivalent)
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

### After the Mobility

Transcript of Records at the Receiving Institution					
Start and end dates of the study period: from [day/month/year] ..... to [day/month/year] .....					
Table C After the mobility	Component code (if any)	Component title at the Receiving Institution (as indicated in the course catalogue)	Was the component successfully completed by the student? [Yes/No]	Number of ECTS credits (or equivalent)	Grades received at the Receiving Institution
				<b>Total: ...</b>	

Transcript of Records and Recognition at the Sending Institution				
Start and end dates of the study period: from [day/month/year] ..... to [day/month/year] .....				
Table D After the mobility	Component code (if any)	Title of recognised component at the Sending Institution (as indicated in the course catalogue)	Number of ECTS credits (or equivalent) recognised	Grades registered at the Sending Institution (if applicable)
				<b>Total: ...</b>



- <sup>1</sup> **Nationality:** country to which the person belongs administratively and that issues the ID card and/or passport.
- <sup>2</sup> **Study cycle:** Short cycle (EQF level 5) / Bachelor or equivalent first cycle (EQF level 6) / Master or equivalent second cycle (EQF level 7) / Doctorate or equivalent third cycle (EQF level 8).
- <sup>3</sup> **Field of education:** The [ISCED-F 2013 search tool](http://ec.europa.eu/education/tools/isced-f_en.htm) available at [http://ec.europa.eu/education/tools/isced-f\\_en.htm](http://ec.europa.eu/education/tools/isced-f_en.htm) should be used to find the ISCED 2013 detailed field of education and training that is closest to the subject of the degree to be awarded to the student by the Sending Institution.
- <sup>4</sup> **Erasmus code:** a unique identifier that every higher education institution that has been awarded with the Erasmus Charter for Higher Education (ECHE) receives. It is only applicable to higher education institutions located in Programme Countries.
- <sup>5</sup> **Contact person:** person who provides a link for administrative information and who, depending on the structure of the higher education institution, may be the departmental coordinator or works at the international relations office or equivalent body within the institution.
- <sup>6</sup> An "**educational component**" is a self-contained and formal structured learning experience that features learning outcomes, credits and forms of assessment. Examples of educational components are: a course, module, seminar, laboratory work, practical work, preparation/research for a thesis, mobility window or free electives.
- <sup>7</sup> **Course catalogue:** detailed, user-friendly and up-to-date information on the institution's learning environment that should be available to students before the mobility period and throughout their studies to enable them to make the right choices and use their time most efficiently. The information concerns, for example, the qualifications offered, the learning, teaching and assessment procedures, the level of programmes, the individual educational components and the learning resources. The Course Catalogue should include the names of people to contact, with information about how, when and where to contact them.
- <sup>8</sup> **ECTS credits (or equivalent):** in countries where the "ECTS" system is not in place, in particular for institutions located in Partner Countries not participating in the Bologna process, "ECTS" needs to be replaced in the relevant tables by the name of the equivalent system that is used, and a web link to an explanation to the system should be added.
- <sup>9</sup> **Level of language competence:** a description of the European Language Levels (CEFR) is available at: <https://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>
- <sup>10</sup> **Responsible person at the Sending Institution:** an academic who has the authority to approve the Learning Agreement, to exceptionally amend it when it is needed, as well as to guarantee full recognition of such programme on behalf of the responsible academic body. The name and email of the Responsible person must be filled in only in case it differs from that of the Contact person mentioned at the top of the document.
- <sup>11</sup> **Responsible person at the Receiving Institution:** the name and email of the Responsible person must be filled in only in case it differs from that of the Contact person mentioned at the top of the document.
- <sup>12</sup> **Reasons for exceptional changes to study programme abroad (choose an item number from the table below):**

<b>Reasons for deleting a component</b>	<b>Reason for adding a component</b>
1. Previously selected educational component is not available at the Receiving Institution	5. Substituting a deleted component
2. Component is in a different language than previously specified in the course catalogue	6. Extending the mobility period
3. Timetable conflict	7. Other (please specify)
4. Other (please specify)	