

## Grant agreement for Erasmus+ student mobility between PROGRAMME and PARTNER COUNTRIES

### UNIVERSIDAD DE MÁLAGA (E MALAGA01)

Address: Avda. Cervantes, 2, 29071 Málaga.

Called hereafter "the institution", represented for the purposes of signature of this agreement by Susana Cabrera-Yeto, Vice-President for Mobility and International Cooperation, of the one part, and

**Mr/Ms** Haga clic aquí para escribir texto.

Date of birth:		Nationality:	
Address:			
Phone:		Email:	
Sex:		Academic Year:	2017/2018
Study cycle:			
Subject area:		Code:	ISCED-F code
Number of completed higher education study years:			
Student with :	financial support from Erasmus+ EU funds <input type="checkbox"/>		
	a zero-grant <input type="checkbox"/>		
The financial support includes:	special needs support <input type="checkbox"/>		
The student receives financial support other than Erasmus+ EU funds:	Yes <input type="checkbox"/> No <input type="checkbox"/>		

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            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.

[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

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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 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

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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 [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. 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
- 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 certificate of stay shall provide the confirmed start and end dates of the mobility period.

### ARTICLE 3 – FINANCIAL SUPPORT

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- 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.
- 3.2 In addition, the participant shall receive up to 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 The participant shall receive individual and travel support in a timely manner, but later than:
  - the signature of the agreement by both parties
  - the start date of the mobility period or upon receipt of confirmation of arrival by the beneficiary representing **80%** 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.
- 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 20% within 20 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 and will be responsible for hiring it.
- 5.2 The participant must hire an insurance which includes, among others, the following coverage: medical and health care abroad, repatriation or transportation in case of wound and sickness, transportation of a family member in case of hospitalization, private liability, and personal accidents.
- 5.3 For this purpose, the University of Malaga has underwritten an insurance policy for health and travel assistance, which the candidate can hire if he wishes to:
  - Insurance holder: Universidad de Malaga
  - Insurance company: ARAG Compañía Internacional de Seguros y Reaseguro S.A.
  - Policy Number: 55-0292079
  - Contact: Milenio, Montymarq Asociados.

**ARTICLE 6 – EU SURVEY**

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- 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**

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- 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**

For the participant  
[name / forename]

For the institution UNIVERSITY OF MALAGA  
Susana Cabrera-Yeto, Vice-President for  
Mobility and International Cooperation

[signature]

Done at [place], [date]

[signature]

Done at Malaga, [date]

**[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.