PETRUS-III PROJECT
(Contract Number: FP7 - 605265)

Deliverable: D.5.3
Agreement for course and student exchanges

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Author(s): Pedro Diéguez Porras

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ABSTRACT:

This deliverable is a guideline for the most effective practices for course and exchanges of students in the future frame of the work within the partners of the PETRUS III Consortium.

RESPONSIBLE: Pedro Diéguez Porras

INTERNAL REFERENCES:
Signatures

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<thead>
<tr>
<th>Name</th>
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<tr>
<td>Prepared by</td>
<td>Pedro Diéguez Porras</td>
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<td>04/04/2016</td>
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<table>
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Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>KSC</td>
<td>Knowledge Skills Competencies</td>
</tr>
<tr>
<td>LO</td>
<td>Learning Outcomes</td>
</tr>
<tr>
<td>ENEN</td>
<td>European Nuclear Education Network.</td>
</tr>
<tr>
<td>MoU</td>
<td>Memorandum of Understanding</td>
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<tr>
<td>LA</td>
<td>Learning Agreement</td>
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1. Introduction

Similar to the Bologna Agreement, which regulates the mobility of university students and the mutual recognition of degrees by European universities across national boundaries, the European credits System on Vocational Education and Training (ECVET) aims to facilitate the recognition of education and training sessions at all levels, including the lower EQF levels as well as post-doctoral courses and lifelong learning professional development across European boundaries. The purpose is to enhance the mobility of the work force, providing as well a larger field for job opportunities for the individual as a larger recruitment area for Geological Disposal and Waste Management.

In order to achieve this objective, a formal system has to be established to ensure the quality of the education and training provided by the training providers, similar to the accreditation of universities by their national ministry of education. In particular in Geological Disposal, Waster Management and related nuclear sciences, specific requirements are defined at the national level by governments and regulators, which are not easily transferable to other countries. The recognition of the training provider at the national level is not sufficient for a trainee from abroad. The training needs also to be validated and recognised as a part of his personal transcript in his own country or in the country where he seeking employment. The formalisation of this process has been undertaken by the European Commission as a corollary task of the introduction of the ECVET system.

2. Items in a Memorandum of Understanding

There is not yet an agreed template or definite list of items to be included in the MoU and the ongoing pilot projects are experimenting different approaches (from a ‘minimalist’ to a much more detailed version).

Nevertheless the European Commission has open a tool box website to provide guidance to establish MoU and MA for exchanges; as it can be seen in the site: http://www.ecvet-projects.eu/Toolbox/ToolboxList.aspx?id=16
What do ECVET pilot projects should include in their MoU to facilitate exchanges?

<table>
<thead>
<tr>
<th>Items present in MoU of most projects</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction – What is the MoU about and what is its status</td>
<td>Some projects also identify the role of the person signing</td>
</tr>
<tr>
<td>Identification of competent authorities that are signing the MoU (name of institution, address, etc.)</td>
<td>Some projects use a textual description; some refer to the functions of competent authorities as described in the ECVET Questions and Answers</td>
</tr>
<tr>
<td>Description of the competent authority signing the MoU (what is their competence within the qualifications system)</td>
<td>The level of detail in which the qualifications are actually described in the MoU varies: some only mention the titles in the partner countries others also include the description of units that will be the subject of mobility in an Annex</td>
</tr>
<tr>
<td>The qualifications concerned by the MoU</td>
<td>Some projects mention only the titles of units identified as common, others include the description of learning outcomes in an Annex. A few MoU do not refer to units (this figures only in the LAs)</td>
</tr>
<tr>
<td>Units of learning outcomes</td>
<td></td>
</tr>
<tr>
<td>Duration of the validity of the MoU</td>
<td></td>
</tr>
<tr>
<td>Signatures and formulae through which the institutions accept the conditions in the MoU</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional items present in some MoU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification of VET providers who are entitled to run mobility using ECVET within the framework of the MoU</td>
</tr>
<tr>
<td>Information about the nature and/or duration of mobility exchanges</td>
</tr>
<tr>
<td>The division of responsibilities with regard to mobility between the home and the host organisation (who does what)</td>
</tr>
</tbody>
</table>
Commitment to certain quality principles for different aspects of mobility

Information about who will assess and possibly how

Information about how learning outcomes will be validated and recognised

3. Items in a Learning Agreement

Similar to the situation of the recommended MoU, there is not yet an agreed template or definite list of items to be included in the learning agreement and the ongoing pilot projects are experimenting different approaches. The differences and commonalities based on a sample of projects are presented in the following table.

What do ECVET pilot projects should include in their learning agreements to facilitate exchanges?

<table>
<thead>
<tr>
<th>Items present in MoU of most projects</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction – what is the LA and how to use it</td>
<td></td>
</tr>
<tr>
<td>Identification of the learner concerned by the LA (name and other details)</td>
<td></td>
</tr>
<tr>
<td>Identification of the home and host institutions (name of institution, etc.)</td>
<td></td>
</tr>
<tr>
<td>Qualification being prepared by the learner</td>
<td></td>
</tr>
<tr>
<td>Titles and descriptions of unit(s) of learning outcomes that are concerned by the specific mobility exchange (what the learner will learn during mobility) and the related ECVET points</td>
<td>A few LAs also include a description of their roles</td>
</tr>
<tr>
<td>Information about the assessment procedure for the specific learner (who will assess, when and how)</td>
<td>This information is sometimes in an Annex</td>
</tr>
<tr>
<td>Basic information about the mobility period: when will it takes place, who is the contact person</td>
<td>Several projects include an assessment grid to be used by the assessor in the LA</td>
</tr>
<tr>
<td></td>
<td>The nature of information on this point varies</td>
</tr>
</tbody>
</table>
Signatures of the three parties (host and home institution and the learner)

Additional items present in some LAs

The learning activities the learner will take part in during the mobility

Practical aspects concerning the mobility such as: language requirements, costs, housing, insurance, etc.

Overview of who does what (home and host institution)

Obligations of the different parties

<table>
<thead>
<tr>
<th>Host provider</th>
<th>Learning agreement</th>
<th>Sending provider</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The individual acquires KSA</td>
<td>Learning outcomes are assessed</td>
<td>Learning outcomes are recognised and accumulated as a part of the aimed qualification; corresponding ECVET points are included.</td>
</tr>
<tr>
<td>Credit is awarded to the individual for the learning outcomes achieved</td>
<td>Learner’s credit in an individual transcript of record</td>
<td>Credit is validated</td>
</tr>
</tbody>
</table>

Schematic view of the protocol for the Stakeholders’ Agreement

(Training Provider & Trainee Provider)

4. Examples of Agreement

As practical example, a Learner Exchange Agreement three that one university can be signed with other universities is annexed to this deliverable.
This kind of agreements should be established University-by-University to facilitate the exchanges. Additionally, it is advisable to mention the generic principle within ENEN, where students moving from one ENEN University to another do not normally pay any enrolment fee.

Best practice recommends:

- the exchanges should be possibly granted by bilateral agreements,
- exchanges can be eased by establishing ERASMUS links among partner universities
- if the principle of ENEN will be established, free circulation of students should be granted by "some means", including bilateral agreements.

5. References

The supporting documents are:


The main documents are the Memorandum of Understanding and the Learning Agreement and a form of personal transcript, e.g. the EUROPASS format.

Their contents are shown on the following pages, taken from “ECVET Questions and Answers” Dossier 2011.3115

Titre de travail: ECVET Questions and answers : Numéro de catalogue NC-30-11-070-EN-N;
ANNEX I: Example of Learner Exchange Agreement

THE …………………………………
herein duly represented by
………………………………

and

THE …………………………………
herein duly represented by
………………………………

The [First Institution Name] and the [Second Institution Name] (hereinafter “the parties” / “institutions”), recognize the need to develop new partnerships and to share human and material resources, by promoting international exchanges of learners in the benefit of the global community in higher education and training.

In this aim, the parties acknowledge the similarities and complementarities of their education and training structures and agree herein to promote the exchange of their learners (i.e., students or trainees) in the courses available at each institution which will be specifically identified in each exchange.

DEFINITIONS AND INTERPRETATION

• “Commencement Date” means the date specified at Item A of Annex A.
• “Exchange Courses” means the courses specified at Item B of Annex A.
• “Learner” means a BSc, MSc or PhD student or a professional trainee
• “Exchange Learner” means a Learner participating in the Learner Exchange Program (see below).
• ”Home Institution” means the Institute at which the Exchange Learner intends to receive final accreditation or recognition of courses at any applicable and previously agreed level.
• “Host Institution” means the Institute receiving the Exchange Learner.
• “Related Fees” means the fees charged by a party in addition to Tuition Fees.
• “Learner Exchange Program” means the exchange program instituted by this Agreement.
• “Tuition Fees” means the fees charged by a party for instruction
THE PARTIES THEREFORE AGREE AND SUBSCRIBE WHAT Follows

Article 1 – Objectives of the exchanges

The two Institutions shall establish and encourage mutually beneficial scientific, technological, educational and other relations based on the following activities:

• Exchange of learners in consideration of courses of interest and importance for both Institutions.
• Exchange of scientific and educational literature produced by either or both of the parties, as well as the exchange of material on the most relevant and topical research undertaken by researchers of both institutions, to be agreed on a case by case basis.
• Organization of conferences, seminars and symposia of mutual interest to the institutions.

Article 2 – Conditions of the exchanges

In each case, the joint activity, the conditions for utilizing the results obtained or the arrangements for a visit, exchange and other form of co-operation shall be determined collaboratively by the management and scholars of the institutions.

The number of learners to participate in an exchange program, the duration of their stay and the conditions of study and training periods shall be negotiated in each case, with due consideration for the capabilities and needs of the individuals and the institutions concerned.

* Exchange learners shall not be exempted from tuition fees: apart from different agreements, they shall continue to be registered at their home institution during the entire length of the mobility and are required to pay registration or tuition fees to it;
* It is compulsory for exchange learners to provide sufficient proof of the host Institution language proficiency, apart from different agreements.

Article 3 – Financial arrangements

Both parties accept that financial arrangements shall be negotiated in each case and shall be dependent on the availability of funds.

The parties shall aim to find sources of financial assistance for the activities and exchanges to be undertaken in the terms of this Agreement.

Article 4 – Obligations of the parties
The parties undertake to:

- Respect the common general objectives that formed the basis for establishing the cooperation;
- Fulfil the undertakings entered into under the action, together with the work programmes jointly agreed between the parties;
- Encourage their learners to participate in the mobility scheme;
- Facilitate the application procedure and the selection of candidates respecting equal opportunities;
- Assist the selected candidates in obtaining a visa and in finding and adequate accommodation;
- Facilitate access to academic, scientific, technological and cultural services for lecturers, researchers, graduates and visiting students;
- Provide adequate first come first served basis as well as access to facilities such as libraries and the Internet;
- Utilise appropriate recognition tools, including the Learning Agreement (to be signed by the learner, the home and the host institutions before the start of the exchange) and an official Transcript of Records, in order to guarantee full recognition for the period of studies abroad;

The parties will make every effort to promote this cooperation. In particular they will widely publish and announce the details and the prospects of the cooperation through their institutional website and by organizing information events.

Article 5 – Selection of learners and evaluation of their performance

In order for the organization of the mobility, the parties are responsible for screening and selecting learners for the participation.

The Home Institution and the Host Institution must comply with the following procedure with respect to applications for the Learner Exchange Program:

- the Home Institution must submit applications on behalf of its candidates;
- the applications must include a list of the subjects (“Application Subjects”) in which the candidate wishes to enroll at the Host Institution;
- the Host Institution must, within a reasonable time prior to the commencement of an exchange, advise the Home Institution of approval or rejection of a candidate’s application and, if an application is approved, advise the Home Institution which of the Application Subjects the Exchange Learner may enroll in during the Exchange (“Approved Subjects”).
- The Host Institution may refuse to approve any application of a candidate.

The admitted learners shall continue to be registered at the Home Institution during the entire length of the mobility and are required to pay registration or tuition fees to it.
For exchange of learners, the period of mobility in the Host Institution is recognized by the Home Institution as part of their curriculum, as far as applicable and as previously agreed before the exchange.

The performance in studies will be evaluated according to the rules of the Host Institution. Also the Host Institution will constantly monitor the attendance and the continuation of the studies and/or research carried out by the candidates and shall report to the Home Institution about any irregularities in the planned schedule (e.g. about the date of arrival and departure, progress in the courses, etc.).

In case of European Partners, all academic results, will be sent to the students’ Home Institution by the host using the ECTS (European Credit Transfer System) or the ECVET (European Credit for Vocational Education and Training) systems of grades, the Learning Agreement and the Transcription of Records.

In case of non-European Partners, all academic results, wherever applicable, will be sent to the learners’ Home Institution by the host using the ECTS (European Credit Transfer System) or the ECVET (European Credit for Vocational Education and Training) systems of grades, the Learning Agreement and the Transcription of Records.

The selected learners will have the same rights and responsibilities as their colleagues of the host institution, and they will follow the norms and regulations of it.

The Host Institution will assist the selected learners and will offer personal and academic support prior to and during the mobility period.

Article 6 – Obligations of the learner

Exchange Learners must enroll at their Home Institution and pay Tuition Fees and all Related Fees charged by their Home Institution.

Exchange Learners are responsible for meeting all costs at the Host Institution including:

- accommodation and board;
- transportation to and from the Host Institution;
- medical insurance or services;
- textbooks and course materials;
- clothing and personal needs;
- passport and visa costs; and
- all and any other debts incurred whilst at the Host Institution.

Exchange Learners must abide by all rules and regulations of the Host Institution. Exchange Learners must continue to abide by all rules and regulations of their Home Institution whilst at the Host Institution.
The approval of the parties is subject to the awards and rules of the program in which the Exchange Learner is enrolled at the Home Institution.

Article 7 – Completeness of the agreement

This Agreement represents the total Agreement between the parties. The representatives of the parties, or their authorized substitutes, shall meet frequently at suitable times to evaluate the implementation of this Agreement and to decide on changes or additions thereto, which will not be of any force or effect unless in writing and signed by the representatives of both parties.

Article 8 – Validity of the agreement and controversies

This Agreement shall come into effect when the authorized representatives of both parties have signed it (unless differently specified in the Specific Conditions) and shall be valid for a period of 5 years. Either party may withdraw from the Agreement by giving written notice 6 months in advance of its intention to withdraw from the agreement, agreeing anyway to complete the ongoing exchanges, unless differently decided by common consent. The parties agree to resolve in a friendly manner any possible controversy rising in the interpretation of this agreement.

Article 9 – Specific conditions

Specific conditions, if any, which form part of this agreement, are described in Annex A.

Place and date

Signature

[Signatory Name]
[Function]
[Institution Name]

ANNEX A – SPECIFIC CONDITIONS

ITEM A – COMMENCEMENT DATE

This agreement commences on

[DATE]
ITEM B – EXCHANGE COURSES
[NAMES OF SPECIFIC COURSES OR PROGRAMS THAT LEARNERS CAN TAKE ABROAD. TAKEN FROM THE LEARNING AGREEMENT]

ITEM C – DETAILS OF STUDENT(S)
[TAKEN FROM THE LEARNING AGREEMENT]

ITEM D – SPECIAL CONDITIONS
[ANY SPECIAL ITEMS OR CONDITIONS AGREED UPON FOR THE EXCHANGE]

ITEM E – CONTACT PERSON
The contact persons for the management of learners are:

[CONTACT PEOPLE AND DETAILS FOR STUDENT MANAGEMENT AT HOST INSTITUTION]

[CONTACT PEOPLE AND DETAILS FOR STUDENT MANAGEMENT AT HOME INSTITUTION]