



**LIFELONG LEARNING PROGRAMME - ERASMUS**

**INSTITUTION/STUDENT MOBILITY STUDY AGREEMENT**

**Between :**

1. Home Institution : Dublin City University  
Full address : Collins Avenue, Dublin 9, Ireland  
Telephone number : 00353 1 7005574  
Fax number : 00353 1 7008698  
E-mail address : [exchange@dcu.ie](mailto:exchange@dcu.ie)

hereinafter referred to as "Institution"

represented by: Professor Brian MacCraith .....  
(designation of legal representative)

**and**

2. M .....  
Full address :  
Telephone number :  
Fax number :  
E-mail addresses :

hereinafter referred to as "the Beneficiary"

**IT HAS BEEN AGREED AS FOLLOWS:**

The conditions and Annexes below:

- Annex V.2 Learning Agreement  
Annex V.3 Erasmus Student Charter  
Annex V.4 The Final Report form for students study period  
Annex A Eligibility criteria for student mobility

**Subject**

The purpose of this agreement is to determine the obligations of each party in respect of the award of Community funds allocated under the Lifelong Learning Programme, ERASMUS for student mobility grants, hereinafter referred to as grants.<sup>1</sup>

**1. Duration**

Barring premature termination or amendment, this agreement enters into force upon signature by both parties and terminates on .....

Eligible activities may take place from 1 June 2010 to 30 September 2011.

**2. Study Period Abroad**

The Beneficiary undertakes to pursue a period of study abroad

<b>from:</b>	<b>to:</b>
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which is a total of:

<b>months:</b>
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at

name of the host institution:	
address:	country:

**3. ERASMUS Student Mobility Grant**

The Beneficiary

will receive a grant funded by the European Commission of a total amount of

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for realising the mobility programme approved under the Institution's Erasmus University Charter, hereinafter referred to as mobility programme.

Will not receive a grant, but will benefit from the advantages of the ERASMUS scheme except the receipt of a grant.

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<sup>1</sup> **NOTE:** ERASMUS allows for the possibility of so called « zero – grant ERASMUS students», i.e. students who fulfil all ERASMUS student mobility criteria (see Annex A1 of this agreement) and benefit from all advantages of being an ERASMUS student without receiving an ERASMUS mobility grant. The rules stated in this agreement, except those relating to the allocation of grants, also apply to such « zero – grant ERASMUS students».

#### **4. Payment**

The Institution is only required to pay out to the grant holder sums it has already received from the Commission.

The payment of the grant to the student will be made as follows: (e.g. advance payment, instalment, remainder etc.)

Payments shall be made to the beneficiary's bank account as indicated below:

Name of bank: [...]

Address of branch: [...]

Precise denomination of the account holder: [...]

Full account number (including bank codes): [...]

#### **5. ERASMUS Eligibility Criteria**

The Beneficiary complies with the specific ERASMUS Student Study Mobility Eligibility Criteria set out in Annex A.

#### **6. Academic recognition**

Before any student commences an Erasmus study period his/her home institution shall check itself that the programme of study which will be followed at the host institution proposed is acceptable for the purposes of the degree or diploma he/she is currently working toward, and that the Erasmus study will therefore be recognised following its satisfactory completion.

Each student shall be issued with a Learning Agreement in advance of the study period. The Learning Agreement shall be agreed by the host institution, the home institution, and the student. Any revision to a Learning Agreement found to be necessary shall be finalised and formalised within one month of the student's arrival at the host institution. Any subsequent changes to the Learning Agreement which become necessary shall be formally agreed by all three parties and executed promptly.

On satisfactory completion of the mobility period, the host institution shall provide the student with a transcript of work completed in accordance with the Learning Agreement.

The home institution shall give full recognition for the period spent abroad. Credit for, or recognition of, studies undertaken by the student at the host institution may be withheld only if the student fails to achieve the level of academic attainment required by the host institution or otherwise fails to satisfy the agreed conditions required by the participating institutions for recognition.

The failure of the Beneficiary to fulfil the course requirements of his/her study period abroad may also justify a request for the reimbursement of the individual grant. This provision shall not apply to any Beneficiary who has been prevented from completing his/her planned course of study abroad because of force majeure or extenuating circumstances reported by the Lifelong Learning Programme - ERASMUS contact person and approved in writing by the Lifelong Learning Programme - ERASMUS National Agency.

The beneficiary must be issued with a copy of the Student Charter.

## **7 Unchanged national grants and loans**

The payment of national grants and loans to outgoing students shall be maintained.

## **8. No funding from other sources**

The Beneficiary declares that identical costs are covered from one source only. Therefore grants may not be used to cover identical costs already:

- supported by other European Community programmes.
- supported under activities funded by European Community funds;
- covered by other funds (the main other sources being bilateral cultural agreements, private donors, and international bodies).

## **9. Reporting**

The Beneficiary undertakes to supply the Institution with:

- documents confirming the period of study abroad (e.g. certificate signed by the host institution stating the purpose and duration of the stay or equivalent) by

Date:

- a student report by

Date:

In addition the Beneficiary can be asked by the institution to send the student report via e-mail to the following address: [exchange@dcu.ie](mailto:exchange@dcu.ie)

## **10. Termination**

In the event of delay or failure by the Beneficiary to comply with any of the obligations arising under or from this agreement, and irrespective of any consequences provided under national law which is applicable to this agreement, the Institution shall be fully entitled to terminate this agreement without recourse to any legal procedure.

## **11. Reimbursement**

The Beneficiary agrees except from the case of force majeure :

- to reimburse without delay the total grant received or part of it in the case of failure of any obligation under this agreement.
- to reimburse without delay the total grant received or part of it in the case of the termination of this agreement.
- that the Institution may withhold payment of the remainder where the documents set out at section 9 are not presented by the stated deadlines.

In any case of reimbursement the Institution determines the amount to be reimbursed.

## **12. Amendments to this agreement**

Any amendment of this agreement or its annexes must be set out in written agreement to be concluded by the parties in the same way as the original agreement. The parties shall not be bound by any verbal agreement on such matters.

## **13. Jurisdiction**

In absence of any amicable settlement, the IRISH courts shall have sole jurisdiction in any dispute between the Institution and the Beneficiary arising out of this agreement.

This agreement is governed by IRISH law.

## **14. Final provisions**

The following documents are annexed to this agreement and shall form an integral part thereof:

Annex V.2	Learning Agreement
Annex V.3	Erasmus Student Charter
Annex V.4	The Final Report form for students study period
Annex A	Eligibility criteria for student mobility

The beneficiary shall also be provided with a certificate signed by the host institution stating the purpose and duration of the stay .

Done in two copies

On behalf of the Beneficiary

On behalf of the Institution

Date

Date

Name

Name: Audrey Byrne

Position: Institutional Co-Ordinator