





#### ERASMUS Academic Registry

## Grant agreement for Erasmus+ Higher Education studies and/or traineeships 2016/17 [Key Action 1 – HIGHER EDUCATION]

FULL OFFICIAL NAME OF THE SENDING INSTITUTION AND ERASMUS+ CODE TRINITY COLLEGE DUBLIN IRL DUBLIN01

Address:	Dublin
Home Institution:	Trinity College Dublin, The University of Dublin
Full Address:	Dublin 2, Ireland
Telephone Number:	+353-1-896 1396 / 2011
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Telephone Number:	+353-1-896 1396 / 2011
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Erasmus+ Code: 2016-1-IE02-KA103-000383 Called hereafter "the institution", represented by (legal representative)

Name: Professor Hussey Forename: Juliette Function: Vice President for Global Relations

Jlot Auser

Signature

STUDENT DETAILS	3
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Student name	
Date of birth:	Student no
Address: [offic	ial address in full]
Phone:	E-mail:
Sex: [M/F]:	Academic year: 20/20
Study cycle:	First cycle (undergraduate)Second cycle (postgraduate)Third cycle (doctorate level)
Subject area:	degree in sending institution]
Code can be fe	F code] ound at <u>http://ec.europa.eu/education/tools/isced-f_en.htm</u> npleted higher education study years:

Student with:	a financial support from EU funds a zero-grant from EU funds	XX
The financial support includes: Special needs support		
••	n disadvantaged background [as defined by IIs Higher Education Grant System]	

All participants receiving financial support from EU funds, except those receiving ONLY a zero-grant from EU funds must submit bank account details.

\*\*\*Please complete your Bank Details on the TCD portal <u>mytcd.ie</u> in the section 'My Finance'

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"):

#### [Key Action 1 – HIGHER EDUCATION]

Annex I

- learning Agreement for Erasmus+ mobility for studies
  - Or
- Learning Agreement for Erasmus+ mobility for traineeships

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 will be accepted.]

#### STUDY PERIOD ABROAD

The beneficiary will undertake a study period abroad:

Name of host institution	
City	
Country	
From (please give exact date if known)	
To (give exact date if known)	

### SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The Higher Education Institution shall provide support to the participant for undertaking a mobility activity for [studies/traineeships/studies and traineeship] under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support in the amount specified in article 3.1 and undertakes to carry out the mobility activity for [studies/traineeships/studies and traineeship] as described in Annex I.
- 1.3. Amendments to the agreement, including 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

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The mobility period shall start on 1 June 2016 at the earliest and end on 30 September 2017 at the latest. [Institution to select for participants attending a language course provided by another organisation than the receiving institution/organisation as a relevant part of the mobility period abroad: The start date of the mobility period shall be the first day of language course attendance outside 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.
- 2.3 The participant shall receive a financial support from EU funds for

if the participant has a financial support from Erasmus + EU funds: this number of days shall be equal to the duration of the mobility period;

if the participant has a financial support from Erasmus + EU funds combined with zero-grant period: the number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months for traineeships and 3 months or 1 academic term or trimester for studies);

- if the participant is a zero-grant participant for the entire period: this number of months and extra days should be 0.
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the mobility period.
- 2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

#### **ARTICLE 3 – FINANCIAL SUPPORT**

#### [Key Action 1 – HIGHER EDUCATION]

- 3.1 Financial support for the mobility is an amount corresponding to the rates per 30 days provided by Table A at the back of the agreement. In addition, the daily rate is based on the dates provided by the applicant's initial application form. € \_\_\_\_\_\* This amount is subject to change and will reflect the final dates on the Confirmation of Arrival and the Confirmation of Departure provided by the student.
- 3.2 The final amount for the mobility period shall be determined by multiplying the number of days/months of the mobility specified in article 2.3 with the rate applicable per day/month for the receiving country concerned. In the case of incomplete months, the financial

support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

- 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 Union 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 its studies/traineeship as long as he or she carries the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be repaid if the participant does not comply 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 sending 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 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

### **ARTICLE 4 – PAYMENT ARRANGEMENTS**

- 4.1 Within 30 calendar days following the signature of the agreement by both parties, and upon receipt of <u>Confirmation of Arrival</u>, a pre-financing payment shall be made to the participant representing <u>70%</u> of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending institution timeline, a later payment of the pre-financing can be exceptionally accepted.
- 4.2 If the payment under article 4.1 is lower than 100% of the maximum grant amount, the submission of the on-line EU survey shall be considered as the participant's request for payment of the balance of the financial support. The institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

#### **ARTICLE 5 – INSURANCE**

- 5.1 The participant shall have adequate insurance coverage. [The higher education institution shall ensure that students are clearly informed about issues related to insurances, it shall in every case highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (for studies: institution or participant and for traineeships: receiving organisation, sending institution or student) must be stated. The following information is optional but recommended: the insurance number/reference and the insurance company. This depends highly on the legal and administrative provisions in the sending and receiving country.]
- 5.2 **[For studies and traineeships]** Acknowledgement that **health insurance coverage** has been organised shall be included in this agreement. [Usually basic coverage is provided by the national health insurance of the participant as well during his/her stay in another EU country through the European Health Insurance Card. <u>However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.]</u>

5.3 **[Optional for studies, mandatory for traineeships]** Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.

[A liability insurance covers damages caused by the student during his/her stay abroad

(independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for traineeships. Trainees therefore run the risk of not being covered. Therefore it is the responsibility of the sending institution to check that there is liability insurance covering in a mandatory way at least damages causes by the participant at the workplace. Annex 1 provides clarity if this is covered by the receiving organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation.]

5.4 [Optional for studies, mandatory for traineeships] Acknowledgement accident insurance coverage related to the student's tasks (covering at least damages caused to the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.

[This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes. It is the responsibility of the sending institution to check that insurance against accidents at work has been organised. Annex 1t provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the sending institution shall ensure that the student is covered by such an insurance (taken either by the sending institution (on a voluntary basis as part of its quality management) or by the participant herself or himself)].

Do you have a European Health Insurance Card (EHIC)	Yes No
Do you have Private Health Insurance?	Yes No
If yes, please state the name of the provider:	
Does your policy cover repatriation costs?	Yes No

#### **ARTICLE 6 – ONLINE LINGUISTIC SUPPORT**

[Only applicable for mobilities for which the main language of instruction or work is English, French, German, Italian, Spanish, or Dutch (or additional languages once they become available in the Online Linguistic Support (OLS) tool), with the exception of native speakers]

- 6.1. The participant must carry out the OLS language assessment before and at the end of the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
- 6.2 [Optional-only if not included in the Learning Agreement] The level of language competence in [main language of instruction/work to be specified] that the student already has or agrees to acquire by the start of the mobility period is: A1 A2 B1 B2 C1 C2
- 6.3 **[Only applicable to participants following an OLS language course**] The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

#### ARTICLE 7 – EU SURVEY

- 7.1. The participant shall complete and submit the on-line EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the on-line EU Survey may be required by their institution to partially or fully reimburse the financial support received.
- 7.2 A complementary on-line survey may be sent to the participant allowing for full reporting on recognition issues.

### ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by the laws of Ireland.
- 8.2 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

ON BEHALF OF THE PARTICIPANT (STUDENT)

Name/Forenam	1e
Signature	
Date:	
Place :	

ON BEHALF OF THE INSTITUTION / ORGANISATION

Name/Forename :	Hussey, Juliette
Function :	Vice President for Global Relations

\*Student Signature:

Date:

Place : Dublin

\*This document must be signed and sent/posted to the Academic registry in original format as it is a legal document- scanned copies are not accepted

#### Annex I

#### [Key Action 1 – HIGHER EDUCATION]

The Erasmus + Learning Agreement for Studies or the Erasmus + Learning Agreement for Traineeships (Work Placements)

has been sent to all students by email.

#### 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 Ireland, 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 Ireland 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.

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 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 Ireland or by any other outside body authorised by the European Commission or the National Agency of Ireland to check that the mobility period and the provisions of the agreement are being properly implemented.



International Admissions & Study Abroad Academic Registry

# Estimated Erasmus + Grants Study 2016/17

Country	Approx Rate per day/month
Austria, Denmark, Finland, France, Italy, Norway, Sweden, UK	€8.00 approx per day* €250.00 per month*
Belgium, Cyprus, Czech Republic, Germany, Greece, Hungary, Malta, Netherlands, Poland, Portugal, Spain, Turkey	€6.45 approx per day* €200 per month*

- \* Grants are based on daily rates, not monthly flat rates.
- \* Traineeships are topped up by 100.00 per month
- \* Disadvantaged students can apply for extra funding if they are in receipt of a SUSI grant
- \* Disabled students can apply for extra funding and is receipt based.