

Scholarship agreement for foreign scholars coming to Hungary based on bilateral state agreements

General Conditions

1.CONDITIONS FOR THE DISBURSEMENT OF THE GRANT

1.1. Tempus Public Foundation transfers the amount of the grant allocated by the Hungarian party for the scholarship within 15 days after receiving the Agreement filled and signed by the Scholar to the bank account provided by the Scholar.

1.2 The Scholar accepts that the grant not necessarily covers the full amount of the costs incurred during the scholarship.

1.3 The Scholar accepts the grant for the scholarship detailed in the Specific Conditions of the Agreement, and undertakes the realization of that scholarship.

1.4 In case the Scholar does not fulfill the undertakings stated in the Agreement, the grant – or its definite proportion – shall be repaid to Tempus Public Foundation. In case the Scholar does not travel to Hungary in order to realize the scholarship programme, the Agreement shall be terminated and the full amount of the grant shall be repaid to Tempus Public Foundation. If circumstances occur after the starting of the realization of the scholarship, because of which the Scholar is forced to terminate the scholarship programme, the proportioned amount of the grant shall be repaid based on the duration spent in Hungary. The proportioned amount of the grant shall be repaid until the deadline stated in the Letter of Demand sent by Tempus Public Foundation to the Scholar. If so, the Scholar shall inform Tempus Public Foundation immediately, and initiate the repayment procedure of the proportioned amount of the grant with submitting an adequate justification.

1.5 The awarded grant shall not be used with other mobility scholarship programmes or EU grants co-ordinated by Tempus Public Foundation, as well as with any other grants or awards, which are entitled to finance the same activity or duration covered by the Agreement. In case the Scholar possesses or is going to possess such kind of grants, the Scholar shall make a declaration about which of the grants he/she is going to take.

1.6 Scholar acknowledges that Tempus Public Foundation can provide the grant amount only if Tempus Public Foundation already received from the relevant ministry the funds necessary for the disbursement of the individual grants.

2. OBLIGATION OF REPORTING

2.1. The Scholar shall submit a **final report** about the use of the grant within 30 days after finishing the scholarship period. Tempus Public Foundation has the right to publish the final report on its internet site. The requirements of the final report are detailed in the call for applications published on the internet site of Tempus Public Foundation.

2.2 The acceptance of the report shall be the competency of Tempus Public Foundation, in case of its insufficiency the Scholar may be obliged to submit a new report.

2.3 In case the Scholar misses to submit the report or the other necessary documentation, he/she is automatically excluded from other application opportunities co-ordinated by Tempus Public Foundation, moreover the full amount of the grant shall be repaid until the deadline stated in the Letter of Demand sent by Tempus Public Foundation to the Scholar.

3. COMPETENCE OF THE COURT

3.1. The terms of this Agreement shall be governed by Hungarian law.

3.2. In case of any dispute or claim arising out of or in connection with this Agreement, the Parties shall first seek to resolve the dispute or claim by friendly discussion. If no solution can be arrived at in between the Parties, then they can refer the disputes to the competent Court.

4. OTHER AND CLOSING PROVISIONS

4.1 The Scholar shall arrange independently his/her duties regarding the travel and residence in Hungary. As the grant awarded to the Scholar is flat-rate based, it is not necessary to submit a detailed report of the costs spent during the realization of the scholarship programme, unless the programme in question specifically requires it in case of certain cost types.

4.2 Scholar shall use the grant exclusively for the accomplishment of the scholarship programme detailed in the Agreement.

4.3. Tempus Public Foundation has the right to terminate the contract and the scholar status, and to oblige the Scholar to repay the grant fully or partially, in case the Scholar seriously contravenes the obligations and norms ensued from the respective laws of Hungary or the internal regulations of the host institution. The Agreement and the scholar status also can be terminated in case of a situation threatening the life and safety of the residents (eg., war situation, natural catastrophe). In this case, the amount of the grant shall be repaid in proportion with the duration of the stay in Hungary.

4.4 Scholar shall bear full liability for any kind of damages regarding his/her residency in Hungary. Scholar shall have adequate insurance during his/her stay taking supplementary insurance out, if necessary.

4.5 Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by both of the Parties. The modification shall be attached to the Agreement.

4.6 Scholar (both as author and co-author) is obliged to indicate on any intellectual property made fully or partially with the result of the scholarship programme that it was created in the framework of the bilateral state scholarship programme and with the support of the Hungarian Government.

4.7 Tempus Public Foundation handles all personal data as defined in the Privacy Statement for Data Management (<https://tka.hu/30/jogi-nyilatkozat>).

4.8 The Agreement shall come into effect with the signature of both Parties, firstly of the Scholar, and after receiving it, by the representative of Tempus Public Foundation.