

## Scholarship Conditions

By signing the Letter of Acceptance I accept the following scholarship conditions and any additional conditions stated in the Scholarship Details and agree to comply with these conditions. I hereby enter into a binding contract (comprising of the Scholarship Details and the following scholarship conditions) with the funding authority, represented by the awarding organisation OeAD, Austria's Agency for Education and Internationalisation (hereafter referred to as "OeAD").

I acknowledge that in case I violate any of these conditions my scholarship may be reduced, suspended, or I may have to repay some instalments.

### Before Arrival

- 1 My scholarship only becomes effective after I have signed and returned the signed Letter of Acceptance to the responsible OeAD Regional Office in time.
- 2 Changing the dates of my scholarship is only possible upon written consent of the OeAD. I will have to present a detailed explanation of the reasons of my deferral. If I pursue doctoral studies or carry out research, I will also have to submit a letter of consent from my academic supervisor. Deferrals depend on financial and administrative settings (e.g. the duration of a programme), therefore not all requests may be approved.
- 3 I will inform the OeAD Regional Office and my academic supervisor immediately if my date of arrival changes.
- 4 I herewith confirm that I am proficient in German and/or English. If my knowledge of the language is not sufficient to carry out my study or research project, my scholarship may be revoked.
- 5 I will acquaint myself with the entry and residence conditions in Austria in due time and I will take any necessary action to obtain a residence permit or visa as described by the OeAD at [oead.at/scholars-entry-conditions](https://oead.at/scholars-entry-conditions).

### In Austria

- 6 After arriving in Austria, I have to visit the OeAD Regional Office and my academic supervisor within three working days.
- 7 In order for my scholarship instalments to be paid out, I will provide proof of legal residency in Austria, a valid health insurance recognised by the Austrian authorities as well as accommodation at or close to my place of study.
- 8 While I receive the scholarship, I have to be present at my place of study and visit the OeAD Regional Office in person once a month. I will inform the OeAD Regional Office and my academic supervisor beforehand if I am away from my place of study for more than a week or if I leave my place of study in Austria ahead of schedule. I understand that my scholarship rate for the month in question may be reduced if I am absent for more than 14 days.

- 9 Should there be any changes to my study or research project, the host institution, or the academic supervision, I will inform the OeAD Regional Office immediately and await written consent by the OeAD.
- 10 I will carry out my study or research project conscientiously and as initially planned. If I cannot carry on with my study or research project or if any unforeseen circumstances occur, I will inform the OeAD immediately.
- 11 I understand that my scholarship may be revoked/suspended or reclaimed if my academic progress (as stipulated in the Scholarship Details) is not sufficient.
- 12 I know that my scholarship cannot be extended unless an extension is stipulated or planned in my scholarship programme.
- 13 The scholarship is solely intended to carry out my planned project and does not involve employment at an Austrian university, other higher education institution or institute.
- 14 With my signature I confirm that I do not receive any additional funding for my study or research project from other sources (e.g. additional grants) and that I do not have any income other than what I stated in my application. In case of any changes to my income during the duration of my scholarship, e.g. receiving additional financial support for my study or research project, receiving any other funding/allowances or gaining income from paid or self-employment, I am obliged to inform the OeAD immediately via [e-mail](#). Depending on the type and amount of income or additional funding, the scholarship may be reduced or suspended.
- 15 I have to carry out the project myself and the scholarship cannot be transferred to a third person.

### **Disbursement of the scholarship**

- 16 I am aware that the scholarship instalments are paid monthly. If I book accommodation with OeAD student housing or if I take out health insurance through the OeAD group insurance plan, I explicitly agree that the monthly costs for [health insurance](#) and/or accommodation will be directly deducted from my grant. Details of the accommodation costs are stipulated in the OeAD student housing contract.
- 17 In the final month of my scholarship I will send my final report to the OeAD Regional Office and I understand that this is a precondition for the disbursement of the last scholarship instalment.

### **Employment during my scholarship**

- 18 While I receive the scholarship, I may only take up paid employment upon prior express written consent of the OeAD. Before taking up any paid employment I will have to await the decision of the OeAD in written form. The request can only be approved if it meets the following requirements:
  - The overall sum of all income gained from employment may not exceed the threshold for marginal employment. The maximum salary limit for marginal employment is EUR 500.91 gross/month for the year 2023.
  - Employment that implies scientific, teaching and/or research activities at a university, university of applied sciences or another research institution. The

employment may only include tasks different to the scientific work supported by the scholarship.

There is no legal entitlement to an approval by the OeAD. Note: Not all residence titles may allow taking up gainful employment or they may be restricted to certain types of occupation.

### Declaration of commitment

- 19 I will immediately notify the OeAD via e-mail to [mpc@oead.at](mailto:mpc@oead.at) of any change to my personal data (name, academic degree, address, e-mail address, marital status, nationality, etc.). If I apply for or receive funding from another public institution or if I receive any other income (e.g. through paid or self-employed work), I will inform the responsible OeAD Regional Office straightaway.
- 20 I will not by any means edit, misuse, or publish any documents related to the award of my scholarship that I receive from the OeAD.
- 21 I commit myself to mentioning the OeAD, the scholarship programme and the funding authority (see Scholarship Details) in my CV and in any prospective publications resulting from my scholarship stay.

### Suspension and repayment of the scholarship

- 22 I am aware that I have to comply with Austrian law. If I violate Austrian law, fail to inform, or provide false information in relation to my personal data or my study or research project, especially with regard to income or additional funding, the scholarship may be revoked or reclaimed.
- 23 Depending on the type of offence, the scholarship will be reduced, suspended and/or reclaimed if I do not comply with the scholarship conditions.
- 24 I will lose my entitlement to unpaid scholarship instalments and I will be obliged to pay the scholarship back if demanded by the funding authority or the OeAD, in particular if I
  - a fail to inform the OeAD about essential circumstances properly, correctly or in due time,
  - b do not submit my final report despite having received a reminder,
  - c do not contact the OeAD immediately and proactively if I am unable to pursue my scholarship project as proposed,
  - d do not meet or comply with any other criteria of eligibility, terms and conditions,
  - e fail to inform and seek written permission from the OeAD for any additional funding or income that I apply for or receive during my scholarship,
  - f take on paid employment without prior written consent from the OeAD.
- 25 If I do not comply with the scholarship conditions, an interest rate of 4% per annum will be charged on the amount to be repaid based on the principle of interest on interest, starting on the day my first scholarship instalment was paid out to me. In addition, if I am in arrears with the repayment, I will have to pay interest on late payments of 4% above the applicable base rate (minimum of 4%).

### Processing of personal data

- 26 I understand that my personal data provided during the application and the scholarship payment procedure will be processed by the OeAD as the responsible party according to the GDPR and based on the law in force. Detailed information on the processing of my data can be found at [oead.at/en/privacy-policy](https://oead.at/en/privacy-policy) (section 12 in particular).
- 27 I understand that
- a my personal data will be processed during the initiation and settlement of the contract as far as this is necessary for the processing of the funding agreement, for regulatory purposes and for any legal responsibilities that the OeAD or the funding authority have been assigned to;
  - b my personal data may be processed or forwarded to other relevant government bodies or legal entities that award or processes grants, or any other third party, insofar as this is necessary to assess whether the funding requirements are met, to assess the progress of the study or research project, compliance with the scholarship conditions, and the final report. This may include additional information received through inquiry with the bodies mentioned above in addition to the personal data given by myself;
  - c data transparency requests may be carried out according to the Data Transparency Act (TDBG) 2012, § 32 section 5.
- 28 I understand that solely Austrian law shall apply to this contract; principles of conflict of law will not apply. Any possible disputes shall be settled before the District Court of the Inner City of Vienna.