

Terms of Contract

By signing the letter of acceptance, I accept the following terms and conditions. I thereby conclude a legally binding contract with the funding body (see letter of award), represented by the OeAD-GmbH (hereinafter referred to as OeAD).

This contract consists of

- the letter of award including the legal bases and any special conditions mentioned therein,
- terms and conditions,
- my application for funding, and
- the text of the call for proposals.

General Information

- 1 I will comply with the latest entry requirements and travel advice as well as additional conditions of the host institution and - if necessary - apply for an entry or residence permit in advance.
- 2 The OeAD assumes no additional costs and no liability for any damages incurred during the stay or in connection with the stay.
- 3 I hereby confirm that I have a good command of German or English. If my language skills are not sufficient to carry out my study or research project, the scholarship may be revoked.
- 4 With my signature, I confirm that I will use the scholarship for myself personally and exclusively for the study or research project in question. The scholarship does not constitute employment at an Austrian institution and does not establish an employment relationship with the OeAD.
- 5 This contract only comes into effect if the **letter of acceptance** is completed in full, signed and **returned to the OeAD** within one month of receipt of the award. Otherwise, the scholarship offer is automatically revoked.
- 6 Postponements of the start of the scholarship are only possible in exceptional cases and only with the written consent of the supervisor and the OeAD.

In Austria

- 7 After the start of the scholarship (in the case of initial recognition), I will **contact my academic supervisor personally** and arrange an **appointment at the OeAD Regional Office** within three working days with the following documents:
 - a. Passport, third-country nationals with a valid visa / residence permit,
 - b. Proof/registration of recognised health insurance,
 - c. Registration of accommodation at the place of study.
- 8 I will be permanently present at the place of study for the duration of the scholarship. I agree to appear in person at the OeAD Regional office within 1-2 working days with required documents at the request of the OeAD.

- 9 I have to inform the OeAD immediately of any changes in the study or research project or the supervisor(s) and have them approved in writing.
- 10 I will carry out my study or research project as applied for, conscientiously and purposefully. If the progress - even during the current stay - is insufficient or if I am unable to provide the evidence required in the letter of award, the scholarship will be revoked/suspended or reclaimed.
- 11 I know that my scholarship cannot be extended unless an extension is stipulated or planned in my scholarship programme, and I fulfil all the requirements.

Payment of the Scholarship

- 12 The scholarship will be paid monthly to an account in the SEPA area or by cheque.
- 13 I will inform the OeAD immediately if I mistakenly receive higher disbursement amounts paid by the OeAD.
- 14 If I have taken out insurance through the OeAD or make use of accommodation provided by OeAD student housing, I expressly agree to the monthly deduction of these costs from my scholarship.
- 15 Payment will be stopped, and the scholarship will be reclaimed in part or in full in accordance with clause 24 if I do not
 - a. submit my proof of the successfully completed courses or the supervisor's report on the positive progress of the scholarship programme, or
 - b. upload my **interim and/or final reports** to STIP-Online **on time**.

Gainful Employment or Receipt of further Income or Funding

- 16 I am generally not allowed to work in Austria during the scholarship period (exceptions [see](https://oead.at/de/nach-oesterreich/scholars/faqs) [https://oead.at/de/nach-oesterreich/scholars/faqs]).
- 17 I must notify the OeAD Regional Office immediately of any other funding for my research/study project if it (in total with other income sources) exceeds the marginal wages threshold. This reporting obligation also applies to funding that I apply for retrospectively. My grant will then be reduced accordingly.
- 18 Any possible multiple funding must be reported to the OeAD in the course of reporting. If multiple funding is not reported and the total costs are exceeded, this may have consequences under Austrian criminal law (§ 147 ff, § 153b StGB).
- 19 I am responsible for submitting the relevant tax returns and paying any taxes and duties that may be due, especially if I receive other income in addition to the scholarship. The OeAD will report the payment of the scholarship to the transparency database of the Federal Ministry of Finance.

Other Obligations

- 20 My data must always be kept correct and up to date. Any changes to my personal data including visa/residence title, insurance, place of residence must be reported immediately via STIP-Online.
- 21 The scholarship documents received from the OeAD may not be altered, misused or published.

- 22 I will make all publications produced in the course of my scholarship stay available to the OeAD in digital form and will credit the funding body (see letter of award) and the scholarship received.
- 23 I will participate in advertising and evaluating my scholarship stay as well as the evaluation of the overall programme by providing all necessary information, data and documents. Personal data (photos, first and last name(s), age, institute and country of origin) may be published. This data can be used for publications on the OeAD website and social media, in printed and digital material related to the scholarship programme (e.g. flyers, brochures, report). For the processing of personal data, see point 26.

Suspension and Repayment of the Scholarship

- 24 In the event of violations of Austrian legal regulations or these contractual conditions, the scholarship will be reduced, discontinued or partially or fully reclaimed.
- a. I agree to repay the scholarship fully at the request of the OeAD, in particular in case of
- violation of reporting regulations (omitted, incorrect or delayed disclosure or change of personal data, of changes or delays in the study/research project, of absences or of additional funding or income),
 - failure to appear in person and with the required documents at the OeAD Regional Office after being requested to do so,
 - violation of reporting obligations (interim and/or final reports), or
 - lack of academic or project success (according to the letter of award).
- b. In exceptional cases the funding will only be partially cancelled or reclaimed if I can credibly demonstrate that I am not at fault for the reasons for reclaiming the funding mentioned in letter a).
- 25 If I am in arrears with the repayment of the scholarship, I must also pay default interest of 4% above the applicable base rate, but at least 4%. I must bear any costs for legal or compulsory collection and reimburse the OeAD.

Data Processing

- 26 My personal data, which are collected in connection with the initiation and execution of the contract, will be processed by the OeAD as the responsible body in accordance with the GDPR and on the basis of the applicable legal provisions, insofar as this is necessary for the conclusion and execution of the funding contract, for control purposes and for the performance of the tasks assigned to the OeAD and the funding body by law. I can find detailed information on the processing of my data and my rights under the GDPR at [Data Protection | Agency for Education and Internationalization](#) (in particular section I.G.12).
- 27 I acknowledge that
- a. information on eligibility requirements, compliance with the contractual conditions or the successful progress of the scholarship may be obtained by contacting another legal entity that awards or processes relevant funding or other third parties. For this purpose, my personal data required will be transmitted to these bodies, which are authorised to process the data required to answer the request and to provide information to the OeAD;
- b. the OeAD Transparency Portal can carry out queries in accordance with the Data Transparency Act (TDBG) 2012, § 32 section 5;

- c. my personal data must be transmitted or disclosed upon request to the funding provider and to bodies and representatives of the Austrian Court of Audit and the Federal Ministry of Finance.

Place of Jurisdiction, Choice of Law

- 28 I agree that the contract shall be governed exclusively by Austrian law; principles of conflict of law will not apply. Any possible disputes shall be settled before the District Court of the Inner City of Vienna.