

# **Stipendium Hungaricum Programme Operational Regulations**

**9 November 2015**



# The Operational Regulations of the Stipendium Hungaricum Programme

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The Tempus Public Foundation (hereunder: Public Foundation), according to the authorisation by the Government Decree 285/2013 (26.07) on Stipendium Hungaricum (hereunder: Gov. Decree SH), has issued the following regulations -- in order to implement the Stipendium Hungaricum programme (hereunder: SH programme).

## **I. General introduction**

Stipendium Hungaricum is a scholarship programme, founded by the Government of Hungary in the spirit of its foreign policy "Opening to the East and the South". The programme was brought to life by the Government Decree 285/2013 (26.07), amended by the Government Decree 81/2015. (31.03).

The education policy objective of the Stipendium Hungaricum programme is – in line with the directives of the European Union and the European Higher Education Area – to promote the internationalisation and the quality development of Hungarian higher education, to reinforce the international relations of the Hungarian scientific elite, to increase the diversity of Hungarian higher education institutions and to promote the competitive Hungarian higher education in the world.

The foreign and economic policy objective of the programme is to establish the personal and professional attachment of foreign students who graduate in Hungary, to potentially promote that they convey and help the understanding of Hungarian particularities and interests among the elite of their countries, hereby establishing a social capital needed to the development of Hungarian economic relations and to the support of the market access efforts of Hungary in the specific country. It is not a negligible fact that the presence of foreign students also has a positive impact on the economic development of the specific town or region.

At the same time, the programme contributes to the promotion of the Hungarian language and culture, since some of the students begin their studies in Hungarian after a one-year preparatory programme.

### **I.1. The objective and the scope of the regulations**

The objective of the regulations is – as a complement to the Gov. Decree SH – to define the operation of the programme and the rules indispensable to the operation of the programme.

### **I.2. The structure of the programme**

I.2.1. The programme consists of two parts:

- a) Individual applications: Stipendium Hungaricum Scholarships

According to the international agreements between the ministries responsible for education, each participating partner is entitled to nominate students for a defined quota of Stipendium Hungaricum Scholarships. The students are entitled to attend a part-time or a full-time programme in the study fields fixed in the agreement, according to the details under point I.2. b).

- b) Institutional applications: Programmes and preparatory studies in higher education

I.2.2. The students applying for the Stipendium Hungaricum Scholarship can only be admitted to

- a) bachelor, master (one-tier master) or doctoral programmes,
- b) preparatory or specialisation programmes before or after bachelor and master programmes in case of music programmes and
- c) Hungarian language higher education preparatory studies,

where the higher education institutions successfully submitted their applications in order to accept Stipendium Hungaricum Scholarship holders.

### **I.3. References**

Concerning the areas not covered by the regulations, the normatives are the laws, specifically the Act on National Higher Education 204/2011 (hereunder: ANHE), the Government Decree 285/2013 (26.07) on Stipendium Hungaricum, the Government Decree 51/2007 (26.03) on the provisions to and the fees payable by students in higher education, as well as the Articles of Association, the Organizational and Operational Regulations, the other rules and the director's instructions of the Tempus Public Foundation, specifically including: the ethical code, the records management rules, the data protection rules, the complaints handling rules, the director's instructions on handling exceptions, the audit manual, the order of providing information related to evaluation results and the obligation of publishing.

## **II. Institutional applications: programmes and preparatory studies for higher education**

### **II.1. The principles of institutional applications and the order of the selection procedure**

II.1.1 Only the programmes held in Hungarian or in foreign languages at higher education institutions working in Hungary and maintained by the state or by churches recognized by the government are entitled to participate in the Stipendium Hungaricum programme.

II.1.2 As far as the programmes applications are concerned, institutions are entitled to apply with bachelor, master (one-tier master) and doctoral programmes, which belong to the Hungarian education system and are accredited in Hungary. The programme to be launched in a foreign language must be registered by the Educational Authority, insofar as the institution has the sufficient capacity for the programme to be launched in a foreign language, based on its licence.

II.1.3 Applications can also be submitted to preparatory or specialisation programmes before or after bachelor and master programmes in the case of music programmes.

II.1.4 Besides the Balassi Institute, higher education institutions are also entitled to submit applications for higher education preparatory programmes in Hungarian.

II.1.5 After higher education preparatory studies in Hungarian and a successful entrance examination, the scholarship holders are entitled to attend bachelor or one-tier master programmes in Hungarian.

II.1.6 The programmes in Hungarian launched by higher education institutions defined by point II.1.1 and registered by the Educational Authority are entitled to participate in the programme without any specific application.

II.1.7 The institutions which successfully apply for admitting Stipendium Hungaricum scholarship holders, receive the tuition fees of the scholarship holders. The tuition fees of each programme in a foreign language is provided by the institution with price ranges in their application, that is tuition fees may change depending on the number of students admitted to the programme. In the case of a programme in Hungarian, the tuition fees are equal to those published in the admission prospectus.

## **II.2. The order of the preparation and the announcement of the call for applications**

II.2.1. The call for institutional applications is prepared by the Unit for the Stipendium Hungaricum Programme at the Tempus Public Foundation (hereunder: SH Unit). The call contains the application requirements, the deadline of submitting the applications, the score system used during the evaluation process and the obligations of institutions participating in the programme. The call for applications is sent by the SH Unit to the competent (international, higher education) departments of the ministry responsible for education (hereunder: MHC<sup>1</sup>) for consultancy. Taking the opinions into consideration, the finalized call for applications is discussed and approved by the Board of Trustees of the Tempus Public Foundation.

II.2.2. The SH Unit sends the call for applications to higher education institutions working in Hungary and maintained by the state or by churches recognized by the government and also promotes the opportunity of the application.

## **II.3. The order of the selection procedure**

II.3.1 Different selection criteria apply to bachelor, master and doctoral programmes in foreign languages, as well as to the preparatory programmes in Hungarian.

II.3.2 Institutional applications go through formal and professional evaluations. The formal evaluation of institutional applications and the professional evaluation of bachelor, master and doctoral programmes is performed by the staff of the Unit for the Stipendium Hungaricum Programme.

II.3.3. The selection criteria and their weight concerning bachelor, master and doctoral programmes in foreign languages, as well as the preparatory or specialisation programmes before or after bachelor and master programmes in the case of music programmes:

The continuity of the maintenance of the programme in a foreign language	10%
The external Hungarian and/or international quality assurance of the institution and the programme in a foreign language	20%
<i>Hungarian accreditation of the programme</i>	5%
<i>External international quality assurance of the institution</i>	5%

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<sup>1</sup> Ministry of Human Capacities

<i>External international quality assurance of the programme</i>	10%
International teaching experience of the teachers of the programme in a foreign language	30%
The ratio of foreign students attending the programme in a foreign language	30%
<i>Partial studies</i>	10%
<i>Full-time studies</i>	20%
Content criteria	10%

II.3.4 The selection criteria and their weight in the case of doctoral programmes in foreign languages:

The continuity of the maintenance of the programme in a foreign language	10%
The external Hungarian and/or international quality assurance of the institution and the programme in a foreign language	20%
<i>Hungarian accreditation of the programme</i>	5%
<i>External international quality assurance of the institution</i>	5%
<i>External international quality assurance of the programme</i>	10%
International experience of the teachers and researchers of the doctoral school	40%
The ratio of doctoral defences in foreign languages in the doctoral programme	20%
Content criteria	10%

II.3.5 The selection criteria and their weight in the case of higher education preparatory programmes:

The experience of the applying institution	10%
Language teaching criteria	30%
Cultural criteria	25%
The experience of the teachers in the preparatory programme	25%
Content criteria	10%

II.3.6 The professional evaluation is performed by two independent experts in the case of the higher education preparatory studies in Hungarian. The final score of the application is the average of the added up scores given by the two experts. A third expert must be appointed to evaluate the application in case there is a higher than 30% difference between the scores given by the two experts.

II.3.7 The decision on funded programmes is made by the Board of Trustees of the Tempus Public Foundation on the basis of the formal and the professional evaluations. During the decision-making procedure on the applications, the Board may set up a threshold on the basis of the scores given by the professional evaluations. There is no possibility to appeal against the decisions – neither for fairness, nor for any other reason. The applicant may file a complaint if s/he presumes a procedural error.

II.3.8 The selection principles and criteria regarding the call for applications for the academic year 2017-2018 must be submitted to the Board of Trustees of the Tempus Public Foundation until 31 March 2016 after an extensive consultation.

### **III. Student applications and the order of selection**

#### **III.1. The principles of student applications**

III.1.1. Citizens of those Sending Partners are entitled to submit applications whose ministries responsible for higher education signed a bilateral education agreement with the ministry responsible for education in Hungary on the basis of the Gov. Decree SH. Applications are accepted on those levels of study and in those fields of study that are specified in the specific agreements, but only for institutions and programmes, which succeeded in their institutional applications or meet the requirements of point II.1.6.

III.1.2. Applications submitted to institutions and programmes that are not supported in the institutional applications are invalid. Applicants can choose max. three programmes from max. three different institutions, specifying the priorities of their applications. This order of preference cannot be changed after the submission of the application.

III.1.3. According to the Gov. Decree SH, those applicants are entitled to receive a scholarship who are nominated by the Sending Partner on the basis of the education agreements and who sign a scholarship agreement after being awarded the scholarship and who have not yet received a scholarship on that level of studies in the programme.

III.1.4. In the case of student applications, it is only possible to submit missing application documents beyond the deadline if the documents attesting the required qualifications or language proficiency are not available at the time of the application (e.g. the applicant to the bachelor programme has not yet graduated from secondary school or the applicant to the master programme has not yet received a bachelor degree). The deadline of submitting the missing documents is the same as the deadline of accepting the scholarship by the student.

#### **III.2. The order of the preparation and the announcement of the call for applications**

III.2.1. The call for student applications is prepared by the unit of the Tempus Public Foundation responsible for the Stipendium Hungaricum on the basis of the concluded bilateral education agreements in effect. The call contains the application requirements, the deadline of submitting the applications, the levels and study fields that can be applied for according to the agreements signed with the Sending Partners, the evaluation system, the amount of the scholarship and the obligations of the applicants who receive the scholarship. Consequently, the call for applications is sent to the competent (international and higher education) departments of the Ministry of Human Capacities (MHC) for consultation. After taking the opinions into consideration, the finalized call for application is discussed and approved by the Board of Trustees of the Tempus Public Foundation.

III.2.2. The SH Unit sends the call for applications to the competent foreign authorities and to the higher education institutions participating in the programme and promotes the opportunity of application.

#### **III.3. The order of the selection procedure**

III.3.1. Applicants shall submit their applications on the specifically created website ([www.stipendiumhungaricum.hu](http://www.stipendiumhungaricum.hu)) online.



III.3.2. The SH Unit performs the formal check of the applications received. Since there is no possibility to submit any required documents beyond the deadline – except in the cases specified under point III.1.4 – incomplete applications, those arriving after the deadline, not meeting the application requirements or not in line with the specific cooperation programmes are automatically rejected.

III.3.3. The SH Unit sends the documents of the students who submit formally adequate applications to the foreign partner authorities for nomination.

III.3.4. The foreign partner organisations prepare their own ranking until the given deadline, and they send back a nomination list to the SH Unit. The list of nominees must not include the name of any student who did not submit a valid (formally adequate) online application. It is recommended to prepare a reserve list with regard to potential cancellations and withdrawals, but the number of students on this list must not exceed 20% of the available number of scholarships.

III.3.5. If the foreign partner's nomination list provides a ranking of students according to levels of study, the SH Unit will take it into consideration in the following order: applicants nominated for doctoral programmes, applicants nominated for master programmes, applicants nominated for bachelor and preparatory programmes.

III.3.6. Nomination lists arriving after the deadline will be forwarded by the Tempus Public Foundation to higher education institutions only if there is still time available for the admission procedures.

III.3.7. The SH Unit contacts the higher education institutions concerned and forwards the documents of students applying for full-time programmes and partial studies for the admission procedure, marking how the students ranked the institutions in their priority list.

III.3.8 In the case of students applying for partial studies, the selected host institution must indicate its readiness to accept students to the Tempus Public Foundation according to the institutional agreements (institution's acceptance letter).

III.3.9. The institutions conduct their admission procedures until the specified deadline according to the Act on National Higher Education (ANHE) and their own internal regulations. The final result of the procedure and the evaluation is recalculated to scores ranging from 0 to 100 and sent to the SH Unit until the specified deadline. The final result of the procedure can be "accepted", "rejected" or "conditionally accepted". Only those students can be accepted conditionally who cannot present the documents proving their qualifications or language proficiency during the procedure due to other ongoing procedures.

III.3.10 The institution is not entitled to charge the applying students any fees for the admission procedure. The institution may finance the costs of the admission procedure from the tuition fees of the students admitted to the programmes.

III.3.11. The SH Unit will allocate the accepted and conditionally accepted students according to the following criteria in the undermentioned sequence:

III.3.11.1 A category must be set up for applicants who can be supported on the basis of meeting the requirements of the bilateral education agreements (total quotas, quotas according to levels of study and fields of science) and another category for applicants beyond the quota.

III.3.11.2 In the case of the applicants who can be supported, the capacity of the programme must be taken into account on the basis of the institution's application as a second stage (minimum and maximum capacity).

- a) Digression is allowed from the minimum and maximum capacity specified in the institution's application according to the institution's indication.
- b) During the capacity examination, the candidates with the higher ranking must be given priority and the admission exam scores will be decisive in case of equal ranking.
- c) After the capacity examination, the applicants will be divided into a category of students recommended for support and another category of students to be regrouped due to capacity shortage.

III.3.11.3 The applicants who are to be regrouped due to a capacity shortage must be regrouped to the programmes specified as the second or third preferences in the student applications, if the applicant was admitted there and the programme meets the requirements of the bilateral agreements (quotas of the fields of science) and there is free capacity in that programme.

III.3.11.4 If the applicant who is to be regrouped does not even get into the category recommended for support as the second or third preference, the SH Unit forwards the application with the admission exam results of the given programme to another similar programme at an institution funded by the programme, if there is free capacity there.

III.3.11.5 The application must be rejected, if the applicant who is to be regrouped cannot be given a free place in any of these programmes. This applicant must be replaced by the next nominee in the ranking from the group of students who originally applied beyond the capacities. In this case, the procedures described under points III.3.11.2 to 5 must be followed.

III.3.12. If the available funds are insufficient, the list of applicants belonging to the category recommended for support can be restricted according to the ranking of the nominated candidates.

III.3.13. The proposal is presented by the SH Unit to the Board of Trustees of the Tempus Public Foundation. The awarding of scholarships is decided by the Board of Trustees of the Tempus Public Foundation. No appeal will be considered against the decision of the Board of Trustees.

III.3.14. The SH Unit informs the Ministry of Human Capacities (MHC) about the decision of the Board of Trustees, the candidates for scholarship, the foreign partner authorities and the host institutions. The list of scholarship holders is sent by the SH Unit to the Office of Immigration and Nationality, the Consular Department of the Ministry of Foreign Affairs and Trade and the embassies in order to facilitate their entry to Hungary.

III.3.15. After the decision on the allocation of students is made, the location of the programme of the applicant can only be changed in justified cases (e.g. the programme is not launched),

considering the sequence of applications, the bilateral education agreements, the capacity of the programmes and the available funding. If the order of preference cannot be taken into consideration, the original host institution of the scholarship holder may send the applicant to one of its other programmes participating in the programme with the consent of the applicant. The recategorization requires a decision from the Unit for the Stipendium Hungaricum Programme at the Tempus Public Foundation.

### **III.4. The admission procedure of scholarship holders attending a Hungarian language preparatory or a bachelor programme**

III.4.1 Scholarship holders who successfully complete the higher education preparatory programme in Hungarian are entitled to mark one programme corresponding to the specialisation of the preparatory or bachelor programme in up to three institutions until the given deadline.

III.4.2 The admission procedure is conducted by the institutions until the given deadline. The final results of the procedure and the evaluation is recalculated to scores ranging from 0 to 100 and sent to the SH Unit. The final result of the procedure can be “accepted”, “rejected” or “conditionally accepted”. Only those students can be accepted conditionally who cannot present the documents proving their qualifications or language proficiency during the procedure due to other ongoing procedures.

III.4.3 Scholarship holders are entitled to continue their studies in a programme which they are admitted to and which has a higher ranking in their applications. Enrolled students have a continuous scholarship holder status, it does not require a special decision by the Board of Trustees.

III.4.4 The scholarship holder status is terminated if the scholarship holder is not admitted to any of the programmes specified in his/her application after the preparatory programme.

## **IV. Rules applying to scholarship holders**

### **IV.1. The acceptance of the scholarship (online)**

IV.1. 1 Scholarship candidates indicate in the online system, whether they accept the scholarship and whether they provide further documents as their possible obligation under point III.1.4. Applicants who do not accept their scholarship until the deadline are qualified as withdrawn from the scholarship.

IV.1.2 The applicant who was awarded the scholarship is entitled to enjoy a student status in the semester which s/he was admitted to as a result of the admission procedure, except if the scholarship holder's request for postponement according to IV.5.1 is approved.

IV.1.3 The scholarship holder who does not enrol within 30 days after the beginning of the school year/semester or until the deadline given by the host institution loses his/her scholarship.

IV.1.4 In a justified case, the scholarship holder is entitled to request the postponement of his studies with the scholarship until the deadline specified under IV.1.3 with up to one year.

IV.1.5 The scholarship holder shall inform the Stipendium Hungaricum coordinator of the Hungarian higher education institution in advance about his/her expected date of arrival.

## **IV.2. The monthly amount of the scholarship**

IV.2.1 The amount of scholarship paid to the students is adjusted to the current financial standards of students according to the legislation in force, including the government decree 51/2007 (26.03) on the benefits paid to and the fees to be paid by the students in higher education.

IV.2.2. According to the legislation in force, on the issued date (19 October 2015) of this regulation:

The scholarship for a full-time programme covers the full calendar year and is provided until the completion of the studies in the last year. The scholarship for partial studies covers the duration of the partial studies. The amount of scholarship is transferred by the higher education institution to the student. The amount of the scholarship is HUF 40 460 for students in bachelor and master programmes and HUF 100 000 for students in doctoral programmes.

The visa administration and the extension of the residence permit is free of charge for scholarship holders (individuals who have the right to free movement and residence, as well as the citizens of third countries who study in Hungary with a Hungarian government scholarship or with a regular study allowance from the minister responsible for education are exempt from paying administration service charges according to point 2) c) of paragraph 5 of the Decree 28/2007 /31.05/ of the Ministry of Justice and Law Enforcement on the charges of administration related to the entry and residence of individuals who have the right to free movement and residence, as well as the citizens of third countries).

The scholarship includes the following benefits:

- a) exemption from paying tuition fees;
- b) student hostel room/bed depending on the capacity of the higher education institution or HUF 30,000/month accommodation allowance for 12 months of the year during the whole period of full-time programmes or for the duration of the partial studies;
- c) health care services defined by point i) of section (1) of paragraph 16 of the Act 53/1997 on the Eligibility for Social Security Benefits and Private Pensions and the Funding for These Services, as well as the reimbursement of the costs justified in case of health care services in a foreign language (e.g. interpreting) and an additional insurance for health care services in a foreign language for up to HUF 65,000/year.

IV.2.3 The services available free of charge for students holding a Stipendium Hungaricum scholarship are regulated by paragraph 81 of the Act on National Higher Education.

IV.2.4 The scholarship allowance contributes to one person's costs of living and it does not provide either visa or additional benefits or administration services for the persons and family members who accompany the scholarship holder.

## **IV.3. The duration of the scholarship period**

IV.3.1 The students receive the scholarship during the full duration of their programme, for 12 months in case of full-time programmes, but only until the completion of their studies in the last year of their study period. They are entitled to receive an accommodation allowance during their

stay and scholarship period in Hungary. The scholarship for partial studies covers the duration of the partial studies.

IV.3.2 The scholarship can only be paid to the scholarship holder if s/he has a student status.

IV.3.3 If the scholarship holder cannot complete his/her studies within the duration of the programme, s/he may submit a request for extension to the Tempus Public Foundation. The request for extension must arrive at least one month before the end of the last semester covered by the scholarship.

IV.3.4 The scholarship holder is allowed to extend his/her scholarship period during his/her bachelor, master (one-tier master) or doctoral studies in Hungary according to the relevant Hungarian laws in effect. The preparatory studies before or the specialisation programmes after the bachelor studies cannot be extended. The scholarship holder receives the same benefits during the extension period. The extension of the scholarship must be approved by the Tempus Public Foundation. The following documents must be submitted: a request signed by the scholarship holder, explaining why s/he needs the extension; a copy of the student's transcript of records; the Hungarian higher education institution's written statement about the extension; and the sending partner's written statement about the extension.

IV.3.4 The requests for extension are decided about by the Unit for the Stipendium Hungaricum Programme depending on the available funds.

#### **IV.4. The scholarship agreement and its modification**

IV.4.1. The scholarship holder signs an agreement with the host institution according to the sample agreement in Annex 4 of the regulations.

IV.4.2 The scholarship agreement must contain:

- a) the duration of the studies specified in the qualification framework of the subject and the duration of the preparatory programme according to point d) of section 2) of paragraph 80 of the Act on National Higher Education;
- b) the monthly amount of the scholarship and the date and way of disbursement;
- c) the order of acceptance by another higher education institution;
- d) the approval of data management;
- e) the condition that the scholarship agreement comes into force on the date when the scholarship holder's student status begins;
- f) the order of interrupting higher education studies.

IV.4.3 The scholarship agreement is terminated – with the exception of the case in point a) of section 1) of paragraph 59 of the Act on National Higher Education – when the scholarship holder's student status comes to an end.

IV.4.4 The scholarship agreement can be modified with the accord of the parties, following the decision of the Tempus Public Foundation. The agreement must be modified in all cases when its content is changed, e.g. change of major, extension or change of the study period.

IV.4.5 The scholarship holder is obliged to establish and maintain a student status with the higher education institution indicated in the decision of admission during the period when the scholarship is disbursed according to the conditions of the scholarship agreement.

IV.4.6 The scholarship cannot be disbursed any more, when the scholarship holder's student status is terminated. When the scholarship holder interrupts his/her student status, the scholarship cannot be disbursed and the benefits of scholarship cannot be provided during the period of interruption.

## **IV.5. The postponement of the enrolment**

IV.5.1 If the scholarship holder cannot arrive in Hungary in time (due to visa, family problems or any other reason), s/he may request a permission to start his/her studies in a later semester. The written request must be sent to the SH Unit of the Tempus Public Foundation. The student is allowed to start his/her studies in a later semester specified by the higher education institution, if the host higher education institution and the sending partner approve of the postponement.

IV.5.2 The requests for postponement are decided on by the SH Unit.

IV.5.3 Those students who have already arrived in Hungary and enrolled in a higher education institution are not entitled to request any postponement. A postponement can be requested only once and only for one school year as a maximum. The student automatically loses the scholarship, if s/he does not indicate his/her intention of postponement within 30 days after the start of the school year/semester or until the enrolment deadline specified by the institution at the latest.

## **IV.6. Interrupting studies**

IV.6.1 If the student interrupts his/her studies during the study period according to the conditions specified by the study and examination regulations of the higher education institution, that semester is qualified as a passive semester and s/he is not entitled to receive the scholarship or the benefits of the scholarship for that semester. The Tempus Public Foundation and the host higher education institution have no obligation concerning the support of the student during this period.

IV.6.2 Every issue related to the process of interrupting studies must be handled according to the provisions of the relevant Hungarian law in effect, as well as the study and examination regulations of the higher education institution.

IV.6.3 The higher education institution shall inform the Office of Immigration and Nationality and the Tempus Public Foundation about the passive status of the scholarship holder.

## **IV.7. Changing institutions and majors**

IV.7.1. The host institution and/or the majors within the institution can be changed only once after submitting a special student request. The deadline of submitting the requests to the Tempus Public Foundation is 15 December and 15 August in every school year.

IV.7.2 Institutions can be changed only at the end of the semester, so that the scholarship holder could start the next semester in the new institution.

IV.7.3 Majors can be changed only within one year after beginning the studies leading to a university degree. The request—if it is relevant—must also include the extension of the studies with the scholarship. The allocation decision regarding the student at his/her entry to the programme and

after the preparatory programme cannot be altered by the student's request to change institutions or majors, except point III.3.15.

IV.7.4 The teaching language can be changed only in exceptional cases from Hungarian to a foreign language, as fairness on individual basis with the approval of the Tempus Public Foundation.

IV.7.5 Documents to be submitted for changing institutions and/or majors: a request signed by the student, a letter of acceptance by the future host institution, a written statement by the present institution; a written statement by the sending partner. The student must submit the request for changing institutions and/or majors with the compulsory annexes to the SH Unit online.

IV.7.6 The change of institutions and/or majors is judged by the SH Unit based on the submitted documents, the cooperation programmes in effect and the available funds from the central budget. Requests which are not in line with the cooperation programmes in effect or are not backed by the sending partner cannot be supported, except if the sending partner is inaccessible.

IV.7.7 The scholarship holder must seek a new programme or higher education institution and gather the required documents on his/her own. The costs of the preparation and the submission of the student request for changing institutions and/or majors and the process of changing institutions and/or majors (e.g. administration fees of the institution) are exclusively incurred by the student.

IV.7.8 Students cannot appeal after the decision is made on the request for changing institutions and/or majors.

#### **IV.8. Withdrawal from the scholarship**

IV.8.1 If the scholarship holder withdraws from the scholarship after the application process or after being awarded the scholarship or renounces from the scholarship before the completion of his/her studies, s/he must immediately inform the sending partner, the SH Unit of the Tempus Public Foundation and the Hungarian higher education institution in writing.

IV.8.2 The Office of Immigration and Nationality is informed by the higher education institution about the withdrawal.

#### **IV.9. Double financing and other scholarships**

IV.9.1 The applicant is not eligible to receive the Stipendium Hungaricum scholarship in case s/he has another concurrent scholarship from the Hungarian central budget. If the scholarship holder was awarded more than one scholarship, s/he has to choose one of the scholarships and renounce from the other ones.

IV.9.2 Regarding the fact that the Stipendium Hungaricum scholarship covers studies in Hungary, the scholarship holder is not entitled to use financial support for doing programmes or partial studies outside Hungary, e.g. Erasmus + and CEEPUS.

## **V. Rules applying to institutions**

### **V.1. Obligations of reporting and supplying data**

V.1.1. The institution is obliged to send the data of Stipendium Hungaricum scholarship holders studying in that semester at the institution to the Office of Immigration and Nationality and to the National Health Insurance Fund through the Educational Authority in order to prepare their social security cards.

V.1.2. The institution keeps in regular contact with the Tempus Public Foundation.

V.1.3. The institution sends the list of enrolled scholarship students to the Public Foundation at the beginning of each semester.

V.1.4. The institution immediately informs the Tempus Public Foundation in the following cases:

- a) the scholarship holder does not enrol in the institution at the beginning of his/her studies and s/he does not take up programmes at the beginning of the semester,
- b) the study period of the scholarship holder has to be extended for studying or other reasons,
- c) the request for interrupting studies submitted to the host institution has been approved by the institution,
- d) the scholarship holder initiates the termination of his/her student status or it is terminated,
- e) the scholarship holder does not continue his/her studies at the institution,
- f) the status of the institution or the status of the programmes funded in the institutional application are changed (e.g. termination, accreditation or a cancelled programme).

V.1.5. The institution prepares a report at the end of each semester about the implementation of the programme and the academic progress of the scholarship holders (credits received and the grade point average) for the Public Foundation.

V.1.6. The institution prepares a financial report in every semester for the Ministry of Human Capacities and sends its electronic copy to the Public Foundation.

V.1.7. The higher education institution also has to meet its obligation to supply data related to the scholarship according to point 1/h) of chapter I/B of Annex 3 of the Act on National Higher Education also through the higher education information system.

### **V.2. The agreement with the institutions and its modification**

V.2.1. The institution and the Public Foundation sign a framework agreement.

V.2.2. The institution must have a valid institutional framework agreement with the Public Foundation in order to receive scholarship holders.

V.2.3. The Public Foundation sends the institutional framework agreement to the institutions before the beginning of the next school year.

V.2.4. The institutional framework agreement is signed by the official representative of the institution and the official representative of the Public Foundation.



V.2.5. At least one copy of the institutional framework agreement is due to the institution and the Public Foundation.

V.2.6. The institutional framework agreement is modifiable in the following cases:

- a) financial and other changes ensuing from the termination of the student status of scholarship holders, the changes of institutions or majors by the scholarship holders, the growth of the number of scholarship holders or the extension of their studies
- b) other exceptional financial and other changes ensuing from a decision approved by the Public Foundation.

V.2.7. The Ministry of Human Capacities puts the funding for the given semester at the institutions' disposal after the institutional framework agreement comes into force and the list of enrolled students is approved.

V.2.8 The funding of the institutions consists of the scholarship for the scholarship holders, the scholarship allowances and the tuition fees for the programmes of the scholarship holders at the institutions.

### **V.3. The principles of scholarship disbursement**

V.3.1. The amount of the scholarship for the scholarship holders is regulated by the institutional agreements. The amount of the individual scholarship is included in the agreement between the institution and the scholarship holder.

V.3.2. The institution is responsible for paying the scholarship to the scholarship holder.

V.3.3. The scholarship must be paid monthly to the scholarship holder. The first instalment of the scholarship must be paid within 10 days after the enrolment of the student.

V.3.4. The scholarship cannot be paid in advance to the scholarship holder.

V.3.5. The scholarship cannot be paid to scholarship holders who do not have a student status.

V.3.6. The institutions must pay the scholarships in Hungarian forints.

V.3.7. The scholarship holder is entitled to receive the scholarship every month during the scholarship period when the scholarship holder has an active student status.

V.3.8. The scholarship holder is entitled to receive accommodation in a student hostel depending on the capacity of the institution or HUF 30,000 accommodation allowance for 12 months of the year or during the partial studies, but only when the scholarship holder stays in Hungary. The institution pays the accommodation allowance monthly together with the scholarship in Hungarian forints.

### **V.4. The principles of student services**

V.4.1. In addition to providing high quality education for the scholarship holders, the institution successfully applying for hosting Stipendium Hungaricum scholarship holders also

- a) provides information to potentially interested people, regarding the studies (e.g. curriculum, description of subjects) translated to the foreign language of the programme on the website of the institution,

- b) conducts the admission procedure and produces the decisions of admission until the given deadline,
- c) signs the scholarship agreement according to the sample agreement provided by the Tempus Public Foundation, modifies it if needed and pays the scholarships according to the scholarship agreement,
- d) helps the social integration of the scholarship holders and supports their integration in the life of the institution,
- e) assists the administration related to the application for the scholarship holder's student card,
- f) assists the administration related to the scholarship holder's accommodation, student hostel room/bed,
- g) provides for establishing a mentoring system in order to facilitate the scholarship holder's integration,
- h) provides full information to the scholarship holder before his/her arrival to Hungary in issues and changes related to the studies, accommodation, visa, social security, student card and mentoring,
- i) provides full information to the scholarship holder at the end of the scholarship period about the Stipendium Hungaricum alumni network of the Public Foundation and cooperates in the alumni activities organised by the Public Foundation,
- j) cooperates in the promotion activities organised by the Public Foundation.

V.4.2. The institution provides the following services for the scholarship holder in order to assist the scholarship holder's integration and studies,

- a) organises intercultural events of orientation and programmes in Hungarian at the beginning of the studies,
- b) provides personal and online counselling and consultation during the scholarship holder's studies,
- c) makes the regulations regarding students available in the foreign language of the programme,
- d) provides access to the same student services for the participants of the programme as those offered for Hungarian students, for example free use of the library, the use of computer work stations, as well as printing and scanning possibilities.

V.4.3 The Act on National Higher Education and the internal regulations of the institution must be observed concerning the services, free of charge or for payment available to Stipendium Hungaricum scholarship holders.

V.5.1. The institution is obliged to produce an official decision of admission for the scholarship holder's administrative process of visa and residence permit.

V.5.2. The institution and the SH Unit at the Public Foundation provide full information to the scholarship holder about the conditions and the duties related to getting and extending a visa and residence permit and assist the scholarship holder's visa administrative process.

V.5.3. The institution with the support of the Tempus Public Foundation takes care that the scholarship holder's registration should happen in time and according to the regulations at the Office of Immigration and Nationality.

V.5.4. The institution informs the the Office of Immigration and Nationality about the changes in the status of scholarship holders within 8 days.

## **V.6. Insurance**

V.6.1. The institution and the SH Unit at the Public Foundation provide full information to the scholarship holder about the the conditions and the duties regarding the social security system and assist the scholarship holder's administrative process related to social security and insurance.

V.6.2. The institution is responsible for initiating the process of applying for a social security card.

V.6.3. The scholarship holder is entitled to enjoy health care services according to point i) of section (1) of paragraph of 16 the Act 53/1997 on the Eligibility for Social Security Benefits and Private Pensions and the Funding for These Services. The scholarship holder is entitled to have a social security card.

V.6.4. The institution must take out an insurance policy for scholarship holders who do not have a valid social security card for the given period.

V.6.5. The institution can reimburse the costs incurred and verified in the case of using health care services in a foreign language (e.g. interpreting) and take out a supplementary insurance policy for health care services in a foreign language and manage the accounting of the costs up to the value of HUF 65,000 per year.

## **V.7. Mentoring system**

V.7.1. The institution provides for mentoring in order to support the integration of the scholarship holders.

V.7.2. The mentoring system must be capable of

- a) supporting the scholarship holder in the new cultural environment,
- b) deepening the relationship between the Hungarian and the Stipendium Hungaricum students,
- c) organising leisure programmes/events for the scholarship holder,
- d) managing the scholarship holder's potential difficulties with the Hungarian language,
- e) advising the scholarship holder, if needed in issues related to banking, travel organisation, visa administration and health care.

V.7.3. The Public Foundation cooperates with the institution in the organisation of trainings in order to support the mentoring system.

V.7.4. The mentoring system can be funded from the tuition fees of the students who are admitted to the programmes.

## **VI. Execution monitoring and reporting**

In order to be able to measure the success of implementing the programme and to have a method for managing the problems occurring in the meantime, it is necessary to get feedback from the participants of the programme. The following reports are used for this purpose:

### **VI.1. Student reports**

VI.1.1 Stipendium Hungaricum scholarship holders must write a report at the end of every school year or at the end of the scholarship period in the case of students doing partial studies, giving feedback on their experience of the programme.

VI.1.2 The completed form shall be submitted exclusively in electronic format to the Tempus Public Foundation until 30 July at the latest.

VI.1.3 The Public Foundation sends a reminder email to the scholarship holders one month before the the deadline of writing the report.

VI.1.4 If the the scholarship holder fails to submit the report, s/he will not get any scholarship allowance during the following semester until s/he meets his/her obligations.

### **VI.2. The institutions' professional report**

VI.2.1 The institutions which host scholarship holders within the framework of the Stipendium Hungaricum Programme, must write a professional and a financial report at the end of every semester. The professional report must describe the experience acquired during the implementation of the programme, indicate problems, make suggestions for improving certain procedures and supply data on the scholarship holders' study progress (number of acquired credits and grade point average).

VI.2.2 The report must be sent exclusively in electronic format to the Tempus Public Foundation and the Ministry of Human Capacities until 28 February and 30 September every year.

VI.2.3 Failure to submit the report entails the suspension of the funding.

### **VI.3. The institutions' financial report**

VI.3.1 The institutions which host scholarship holders within the framework of the Stipendium Hungaricum Programme must also write a financial report together with the professional report.

VI.3.2 The formal criteria of the report is defined by the Ministry of Human Capacities and the report must also be submitted to the appointed official in charge at MHC.

### **VI.4. Monitoring**

VI.4.1 The Tempus Public Foundation, the MHC or any person assigned in writing by them are entitled to verify anytime and anywhere the spending of the funds from the starting date until 5 years after receiving the last instalment or the repayment of the unused amount.

## **VI.5. The obligations of the Tempus Public Foundation**

VI.5.1. The Public Foundation continuously cooperates with the competent (international and higher education) departments of the MHC in connection with the SH Programme (e.g.: the content and the scheduling of the calls for application and other professional duties).

VI.5.2. The Public Foundation is obliged to supply the data of the admitted students to the international department of MHC in order to reallocate the required funds from the Ministry of Foreign Affairs and Trade.

VI.5.3 The Public Foundation files a half-yearly report on the operation of the SH Programme to the minister who is responsible for education. The report must cover the main findings concerning the programme from the reporting period (successes and problems) and the following data: host institution, study level, department/subject, scholarship type, number of scholarship holders, funding requirements and sending partner.

VI.5.4. The Public Foundation supplies data and background materials about the SH Programme to the competent (international and higher education) departments of MHC on request.

## Annex 1 – Institutional selection process flowchart

	SH	MHC	BT	Expert	Remarks
Elaboration of text and schedule of call for applications	X				
Approval of call for applications		X	X		
Publication of the call for applications on the website	X				
Collection and formal check of applications	X				
Notification of rejected applicants	X				
Professional evaluation in the case of programmes	X				
Appointing independent experts to conduct professional evaluation in the case of preparatory programmes in Hungarian	X				two experts
Forwarding those questions to applicants that emerge during the professional evaluation and need clarification	X				if needed
Professional evaluation in the case of preparatory programmes in Hungarian				X	
Determination on the basis of 2 scores given by 2 experts, whether the difference between the scores reach 30% of the higher score and whether evaluation by a 3 <sup>rd</sup> expert is needed	X				
Appointing a 3 <sup>rd</sup> expert if needed	X				
Submission of proposal on basis of professional scores and result of evaluations with ranking	X				

	SH	MHC	BT	Expert	Remarks
Decision-making on proposal			X		
Notification to applicants about decision of being supported	X				
Notification to MHC on the decision	X				
Signing the agreement	X				
Approval of request for modification of agreement or rejection with justification	X				
Approval of professional report	X				
Approval of financial report		X			
Completion of agreement	X				Notification to Board of Trustees about results and modifications

Abbreviations: SH: Stipendium Hungaricum Unit; MHC: Ministry of Human Capacities; BT: Board of Trustees;

## Annex 2 – Student selection process flowchart

	SH	MHC	AB	FOI	Foreign partner	Remarks
Elaboration of text and schedule of call for applications	X					
Approval of call for applications		X	X			
Publication and promotion of call for applications	X			X	X	
Collection and formal check of applications	X					
Nomination					X	
Requesting and checking nominations lists	X					
Notification to applicants rejected on formal grounds or due to lack of nomination	X					
Forwarding nominated and formally eligible applications to admission procedure	X					
Admission procedure				X		
Collecting and summarizing admission results	X					
Checking quotas	X					
Harmonizing results with institutional capacities	X					Rearrangement if needed
Harmonizing results with available funding	X					
Submission of proposal with ranking	X					
Decision-making on the submission			X			



	SH	MHC	AB	FOI	Foreign partner	Remarks
Notification to applicants, foreign partners and institutions on the supporting decision	X					
Notification to MHC on the decision	X					
Signing agreements with students				X		According to sample agreement
Approval of student requests or rejection with justification	X		X			If needed (change of major or institution)
Summary of student reports	X					
Completion of scholarship period	X					Notification to Board of Trustees about results and modifications

### Annex 3 – Application evaluation process

	Required documents				Decision-making on the request
	Individual application	Opinion of host institution	Opinion of sending institution	Opinion of foreign partner organisation	
<b>Postponement of enrolment, full-time studies</b>	✓	✓			Head of SH Unit
<b>Postponement of scholarship period within the school year (in the case of partial studies)</b>	✓	✓	✓ (if there is any)	✓	Head of SH Unit
<b>Postponement of scholarship period beyond the school year (in the case of partial studies)</b>					it is not possible, new application must be submitted
<b>Extension of scholarship period, full-time studies</b>	✓	✓		✓	Head of SH Unit  It can be postponed with up to two semesters according to the law. Condition: it is supported by both parties.

<b>Extension of scholarship period, <u>partial studies</u></b>	✓	✓		✓	Board of Trustees, if it depends on funding, otherwise: Head of SH Unit
<b>Interrupting student status</b>	✓	✓			Head of SH Unit
<b>Changing host institution</b>	✓	✓	✓	✓	Head of SH Unit
<b>Changing major</b>	✓	✓	✓	✓	Head of SH Unit Condition: cooperation programme permits, funding available
<b>Changing the student allocation decision</b>		✓	✓		Head of SH Unit Condition: nomination order of applications, capacity, cooperation programme permits, funding available (scholarship holder status already awarded, tuition fees of the programmes funded)

1. **Annex 4 – Sample Scholarship Agreement**

**STIPENDIUM HUNGARICUM SCHOLARSHIP AGREEMENT**

Concluded by and between

**<< host institution >>**

seat: >.....

bank account number:.....

tax number:.....

OM code:.....

hereinafter: **host institution,**

and:

**«first name» «surname» (name appearing in passport)**

place of birth:.....

date of birth: .....

mother's maiden name:.....

address in Hungary: .....

phone number:.....

e-mail address.....

bank account number:.....

account holding bank's name:.....

SH identifier:.....

Neptun identifier:.....

as scholarship holder student (hereinafter: scholarship holder)

–hereinafter together as the Parties – on the following date and place according to the following terms:

## 1. The object and the purpose of the agreement

- 1.1 The Parties agree that the present scholarship agreement has been concluded in order to support foreign students to study in Hungarian higher education institutions in line with the provisions of the Act 204/2011 on National Higher Education (hereinafter: ANHE), according to the Government Decree 285/2013 (26.07) on Stipendium Hungaricum (hereinafter: Decree) and in line with the Operational Regulations of the Stipendium Hungaricum Programme, the bilateral cooperation programmes and agreements concluded with the ministries responsible for education of the sending partners.
- 1.2 This agreement – on behalf of the minister responsible for education (hereinafter: minister) and according to the Government Decree 285/2013 (26.07) on Stipendium Hungaricum – defines the conditions of the disbursement of the Stipendium Hungaricum scholarship awarded by the Tempus Public Foundation (hereinafter: scholarship), as well as the rights and obligations of the scholarship holder and the host institutions in connection with the scholarship.

## 2. The purpose, the conditions and the characteristics of the scholarship

- 2.1 The scholarship holder, on the basis of the scholarship awarded by the Tempus Public Foundation - on behalf of the minister according to the Government Decree 285/2013 (26.07) on Stipendium Hungaricum – is entitled to attend a full-time, fee-paying study programme according to the following conditions:

Host institution: .....

Study programme: .....

Study level: «preparatory programme /specialisation programme /bachelor programme /master programme /one-tier master programme /doctoral programme »

Scholarship type: « scholarship for full-time/ part-time studies»

Beginning of scholarship holder status: .....

Study period: «number of semesters»

- 2.2 By signing this agreement, the host institution undertakes to provide a study programme for the scholarship holder in accordance with the training and outcome requirements of the study programme and the relevant legislation, the regulations of the scholarship programme and the internal regulations of the host institution.

Degree and qualification obtainable after completing the programme:

.....

Study location:

.....

2.3 The Parties agree that a student status – defined in section 3 of paragraph 39 and section 2 of paragraph 42 of the ANHE – is established between the scholarship holder and the institution within the framework of the studies defined in point 2.1 of this agreement. The date of establishing the scholarship holder’s student status:

.....

2.4 The scholarship holder enjoys the following entitlements for the period defined in point 2.1 of this agreement – in regard to the student status – according to the ANHE, the Decree and the regulation of the scholarship programme and the internal rules of the host institution:

- a) Student’s provisions defined in the ANHE and the Decree with the detailed rules defined in this agreement and the regulations of the scholarship programme,
- b) health care services defined in point i) of section 1) of paragraph 16 of the Act 53/1997 on the Eligibility for Social Security Benefits and Private Pensions and the Funding for These Services.

2.5 The scholarship holder is also entitled to enjoy the following provisions during the scholarship period:

- a) exemption from the payment of tuition fees
- b) monthly allowance – during 12 months per year or during the period of the partial studies – disbursed by the host institution. The amount of the scholarship is HUF 40,460/month in the case of students studying in preparatory, one-tier master, bachelor (BA/BSc) and master programmes (MA/MSc) and HUF 100,000/month in the case of students studying in doctoral programmes according to the laws in effect at the time of signing the agreement, in line with section a) of paragraph 114/D of the ANHE and paragraph 26 of Government Decree 51/2007 (26.03) on the provisions paid to and certain fees to be paid by the students studying in higher education institutions. Parties agree that the amount of the scholarship may change according to legal changes during the studies.
- c) assistance by the institution in finding accommodation (student hostel room/bed depending on the capacity of the higher education institution or an accommodation allowance of HUF 30,000/month during 12 months per year or during the period of the partial studies, when the scholarship holder stays in Hungary)
- d) reimbursement of the verified costs in the case of using health care services in a foreign language (e.g. interpreting) in line with point 2.4. b) of the agreement during 12 months per year (HUF 65,000/year/person) or a supplementary insurance policy for health care services in a foreign language, taken out by the host institution for the student within the framework of an annual insurance policy
- e) assistance with the entry and residence of the scholarship holder in Hungary, particularly: visa and residence permit, application for a social security card and a student identification card
- f) access to student services specified in paragraph 81 of the ANHE (e.g. library, laboratory, computer, leisure and sports facilities)
- g) student counselling services and mentoring

h) availability of the regulations that are relevant for scholarship holders in the language of the study programme

2.6 The institution transfers the monthly allowance and the accommodation allowance to the student until the 15th of every month – the latter only in the case when the institution does not provide a student hostel room/bed – if the student is entitled to receive it.

2.7 If the institution gives permission to the scholarship holder for a passive semester, that is an interruption of studies, the scholarship holder is not entitled to receive the scholarship and the accommodation allowance until starting the next active semester and the disbursement is also interrupted with the suspension of the student status. During this period, the Tempus Public Foundation and the host institution do not have any responsibilities to support the scholarship holder. However, the scholarship holder is entitled to enjoy health care services according to point i) of section 1) of paragraph 16 of Act 53/1997 on the Eligibility for Social Security Benefits and Private Pensions and the Funding for These Services, if s/he stays in Hungary.

### **3. The obligations of the scholarship holder**

3.1 As a main rule – in regard to the scholarship holder's student status – s/he must observe the obligations and responsibilities of students together with the detailed rules included in the internal regulations of the host institution and the regulations of the scholarship programme for the period defined in point 2.1 of this agreement.

3.2 During the scholarship period, the scholarship holder undertakes

- a) to conduct his/her studies in higher education according to his/her best knowledge and capabilities and complete them successfully;
- b) to cooperate with the host institution and the Tempus Public Foundation in order to succeed in his/her studies in higher education and with his/her scholarship, therefore s/he is particularly obliged to report any essential changes in his/her circumstances concerning the completion of this agreement immediately, but within 8 days after its occurrence at the latest;
- c) to help the work of the Tempus Public Foundation with his/her personal, educational and contact data required for the implementation of this agreement and takes notice of the fact that s/he must supply data if they are changed;
- d) to report the termination of his/her student status immediately in writing to the Tempus Public Foundation.
- e) The scholarship holder takes notice of the fact that s/he is entitled to receive the scholarship and the related benefits according to this agreement only during the period of his/her studies – defined in point 2.1 – in the host institution and department.
- f) The scholarship holder takes notice of the fact that Hungarian laws, the regulations of the scholarship programme and those of the host institution with the detailed rules included in this agreement are mandatory for him/her.

3.3 The scholarship holder agrees that s/he needs the approval of the Tempus Public Foundation for the extension of his/her entitlements and for changing institutions and/or departments:

- a) the scholarship can be extended only on two occasions (postponing a semester at each time), but the period of the preparatory or the specialisation programme cannot be extended;
- b) the host institution can be changed only once with a request submitted in advance and approved with an exceptional fairness;
- c) the department can only be changed once with a request submitted in advance and approved only in exceptional cases.
- d) Documents to be submitted with the request: a request signed by the student, the letter of acceptance by the host institution, the written statement of the present institution; the written statement of the sending party.
- e) The steps of the procedure: submission of the request to the institutions/departments concerned, and – in case of approval – submission of the above listed documents to the Tempus Public Foundation until 15 December or 15 August.
- f) The extension and the change of institution or department can be considered as final only if it is approved by the Tempus Public Foundation in writing.
- g) Any extension and change of institution or department without approval may result in the withdrawal of the scholarship.

#### **4. Termination of agreement**

4.1 The agreement is terminated when the scholarship holder's student status comes to an end, except in the case under point a) of section 1) of paragraph 59 of ANHE.

4.2 The agreement can be modified only with the written accord of the Parties and the Tempus Public Foundation.

4.3 This agreement is terminated with immediate effect by the host institution with the approval of the Tempus Public Foundation, if the scholarship holder contravenes the obligations ensuant from this agreement or the respective laws, the internal regulations of the host institution and the regulation of the scholarship programme due to circumstances within his/her control, particularly – but not exclusively – if:

- a) the scholarship holder does not meet his/her obligations to report and supply data within the deadline,
- b) there is reliable evidence that the scholarship holder supplied false and untrue data effectively influencing the decision on the scholarship or s/he made such a declaration in his/her application, or
- c) the scholarship holder does not meet his/her obligations to study or the regulations of this agreement and the laws.



4.4 After the approval of the Tempus Public Foundation, the host institution immediately informs the scholarship holder about the termination of the agreement. The scholarship holder takes notice of the fact that in case the agreement is terminated, the host institution and Tempus Public Foundation are obliged to report the scholarship holder's status to the Office of Immigration and Nationality. The scholarship holder takes notice of the fact that the termination of the agreement and his/her student status may result in the withdrawal of his/her residence permit.

## **5. Other provisions**

5.1 By signing this agreement, the scholarship holder approves that

- a) his/her name can be published and s/he specifically approves that the Tempus Public Foundation handles his/her personal data required for maintaining the scholarship holder status during the necessary period and to the required extent and – maintaining a purpose limitation – forward them to the host institution and to the ministry responsible for education, in regard to the provisions of Act 112/2011 on Information Self-determination and Freedom of Information and
- b) in order to hold the scholarship holder status, the Tempus Public Foundation matches his/her personal data (studying details) with the host institution, especially the details of his/her student status, academic records and achievements, and the result of his/her reallocation.

5.2 Any questions not regulated by this agreement shall be governed by Act 5/2013 on the Civil Code, by ANHE, the Decree, the Operational Regulations of the Stipendium Hungaricum Programme and the Hungarian law.

5.3 This agreement shall come into effect with the signature of both Parties from the date of the establishment of the student status specified in point 2.3.

## **6. Annex**

- Operational Regulations of the Stipendium Hungaricum Programme

The Parties have read, understood and signed this agreement in approval as being in full compliance with their intentions.

This agreement has been prepared in three original copies in Hungarian and in the language of the studies, one copy is due to the scholarship holder, one copy to the host institution and one copy to the Tempus Public Foundation. If there is any difference between the text in Hungarian and in the language of the studies, the Parties shall consider the Hungarian text to be normative.

....., 2016. ....

.....

**Host institution**

<<representative's  
name>>

<< representative's  
office >>

.....

**Scholarship holder**

«first name»  
«surname»

## Institutional Framework Agreement

### *Stipendium Hungaricum Programme*

entered  
into by

**Tempus Public Foundation**

seat: 1093 Budapest, Lónyay u. 31.  
representative: András Nemeslaki dr, president  
website www.tka.hu

as Public Foundation (hereinafter: **Public Foundation**),

and  
between

«**name of Institution**»

---

seat:

representative:

tax number:

identification number:

---

as Institution (hereinafter: **Institution**)

–hereinafter together, as the Parties–today with the following conditions:

#### 1. The purpose of the agreement

1.1 The **purpose of the agreement** is to provide special funding to host institutions which provide study programmes to students who are awarded Stipendium Hungaricum scholarships based on bilateral government agreements (hereinafter: agreements) and to scholarship holders.

1.2 According to the decision of the **Public Foundation**, the study programmes in Hungarian and in foreign languages included in Annex 1 of the **Institutions** which successfully applied for the academic years 2015/2016 and 2016/2017 are entitled to participate in the Stipendium Hungaricum programme (hereinafter: program).

1.3 The **Institution** accepts the participation in the programme and undertakes to provide study programmes to scholarship holders listed in Annex 2 according to the content of the institution's application, as well as the provisions of this agreement and its annexes.

1.4 The **Institution's study** programmes in Hungarian language are entitled to participate in the programme without an institutional application, complying with all requirements of the programme.

1.5 The **Institution's study** programmes in foreign languages - where the institution did not submit an institutional application in the year of the agreement, but Stipendium Hungaricum scholarship holders had already been hosted before 16 April 2015 - are entitled to participate in the programme without an institutional application, complying with all requirements of the programme. These study programmes cannot accept new scholarship holders.

## 2. Funding

2.1 The funding consists of the scholarship holders' allowance awarded by the **Public Foundation** and specified by legislation, the scholarship holders' provisions and the tuition fees – according to Annex 1 – of the study programmes that the scholarship holders attend.

2.2 The funding is provided by the budget estimates entitled Stipendium Hungaricum scholarships and scholarship programme 18/7/1/5 budgeted for the Ministry of Foreign Affairs and Trade within the central budget of Hungary.

2.3 After the reallocation of the estimate to the budget of the ministry headed by the minister responsible for education, the amount of the scholarships, tuition fees, accommodation allowances and supplementary insurance policies for health care services in foreign languages to the institutions participating in the programme as well as the costs of running the scholarship programme are provided by the minister

## 3. Participation in the programme

3.1 The **Institution** shall note that it is entitled to participate in the programme according to the detailed rules specified in Annex 3.

3.2 The **Public Foundation** and the **Institution** shall cooperate in implementing the programme, particularly

- a) in the promotion of the programme in Hungary and abroad,
- b) in running the mentoring system in order to assist the scholarship holders' entry, residence and social integration in Hungary,

c) in establishing, running and promoting the Stipendium Hungaricum alumni network.

3.3 The **Institution** shall sign scholarship agreements with the scholarship holders using the sample agreement provided by the Public Foundation and modifies it in consent with the Public Foundation, if it is needed.

3.4 The **Institution** shall pay the amount of scholarships on a monthly basis during the scholarship period to the scholarship holders who have a student status in the **Institution**.

3.5 The monthly amount of the scholarship of the students attending preparatory, specialisation, bachelor and master programmes and one-tier master studies is specified by point 2 of paragraph 26 of the Government Decree 51/2007 (26.03) on the provisions paid to and certain fees to be paid by the students studying in higher education institutions.

3.6 The **Institution** shall provide either a student hostel room/bed or pay an accommodation allowance of HUF 30,000 to the scholarship holder during the period s/he stays in Hungary together with the monthly scholarship allowance according to the agreement signed with the scholarship holders.

3.7 Scholarship holders are entitled to have a social security card. The **Institution** shall be responsible to start the process of applying for a social security card. The **Institution** shall take out an insurance policy to cover the period when the scholarship holder does not have a social security card.

3.8 The **Institution** shall take out a supplementary insurance policy for health care services in a foreign language up to the value of HUF 65 000 per year, if the scholarship holder requires it.

#### 4. The audit of the implementation of the programme and the reporting obligation

4.1 The implementation of the programme can be audited at any time and any location by the **Public Foundation**, by the ministry responsible for education or by anybody authorized by them in writing – without unnecessarily disturbing the **Institution** – from the starting date of the programme until 5 years after its completion.

4.2 The **Institution** shall handle and register the documents and other records regarding the scholarship holders who participate in the programme in a way that the **Public Foundation** or other organisations entitled to conduct audits could control them and they must be preserved until 5 years after the last professional report is submitted.

4.3 The **Institution** shall provide all the information required to an audit and other assistance, allowing access to all the premises and introspection to the documents and records.

4.4 The **Institution** shall send the following reports and documents to the **Public Foundation** in electronic format:

- a) Professional report about the first half-year from 1 September to 31 January of the given year and a forecast about the period from 1 February to 31 August, in a format according to Annex 4/a), until 28 February of the given academic year at the latest.
- b) Professional report about the second half-year from 1 February to 31 August, in a format according to Annex 4/a), until 30 September of the given academic year at the latest.

4.5 The **Public Foundation** shall make a statement on their acceptance or non acceptance within 30 days after receiving the reports.

4.6 If the reports are not suited to audit the implementation of the programme, the **Public Foundation** shall warn the **Institution** in writing to correct and complete the report.

4.7 The deadline of preparing and submitting the reports can be exceptionally extended by the **Public Foundation** in particularly justified cases.

4.8 The **Institution** shall immediately notify the **Public Foundation** in writing about all essential changes related to the implementation of the programme, especially concerning the scholarship holders' student status and the authorisations of the study programmes supported by funding.

4.9 The ministry responsible for education shall be competent in relation to the disbursement, the financial accounting and the audit of the funding.

## 5. Modification of the agreement, the Public Foundation's termination rights

5.1 The **Institution** shall immediately notify the **Public Foundation** in writing about any essential changes related to the implementation of the programme. The Parties shall modify this agreement, if the **Public Foundation** accepts the changes. The modification request shall be submitted at least 30 days before the expiry of the reporting deadline. The agreement can be modified only in writing, any verbal agreement is invalid.

5.2 The **Public Foundation** has the right to terminate the agreement immediately, if the programme is not implemented, if an unauthorized **Institution** participates in the programme or it does not act according to the objectives and/or conditions included in the application during the implementation of the programme or breaches its obligations ensuant from this agreement or related to laws due to circumstances within its control.

## 6. Court of competent jurisdiction

6.1 Parties shall settle their potential legal disputes resulting from this agreement primarily through consultations; if these are unsuccessful, they shall submit themselves to the jurisdiction of the Pest Central District Court (PKKB) or the Metropolitan Court of Budapest, depending on their competence.

6.2 Any questions not regulated or not regulated in sufficient details by this agreement shall be governed by Hungarian legislation—primarily the provisions of the Civil Code.

## 7. Indemnification and responsibility

7.1 Parties mutually shall relieve each other of responsibilities vis-a-vis third parties which ensue from the implementation of this agreement, except when the damages are caused by either of the contracting parties with gross negligence or wilful misconduct.

7.2 Parties agree that neither the ministry responsible for education, nor the **Public Foundation** shall be accountable for personal or material damages related in any way to the implementation of the activities covered by this agreement.

## 8. Data protection

8.1 The **Institution**, in order to comply with this agreement approves with its signature that the supplied data (including personal data) are managed by the Public Foundation according to the conditions of this agreement. The range of the handled data covers all data, which are put at the disposal of the **Public Foundation** by the **Institution** in the documents of the applications, in this agreement and in its annexes and all the data which are sent by the **Institution** to the **Public Foundation** during the life-cycle of the programmes.

8.2 The purpose of the data management is keeping in contact; following up and the financial and professional monitoring of the implementation of the programme; the dissemination of the results of the programme in the appropriate circles; the promotion of networking, the preparation of reports and statistics required to meet the reporting obligation to the Public Foundation; the preparation of information materials; research and surveys.

8.3 The period of the data management is specified by law.

8.4 The data shall be accessible to those who make the entries; the staff of the Public Foundation; the actors of the evaluation and monitoring process; the supervisory organizations and those authorized to conduct audits; as well as experts and researchers assigned by the Public Foundation to analyse the implementation and the impacts of the programme.

8.5 The **Public Foundation** shall protect the personal data supplied by the **Institution** particularly against unauthorized access, alteration, forwarding, publishing, deletion or effacement, as well as accidental data loss and damages. The Public Foundation

shall take special protection measures in order to protect the personal data, if they are transferred through the network or other IT equipment.

## 9. Other provisions

9.1 The **Institution** shall report all the changes occurring in the essential circumstances related to the implementation—particularly the data changes, the deletion of the **Institution** from Annex 1 of ANHE, the withdrawal of the recognition by the state, going out of business or merger—within 8 days to the **Public Foundation**.

9.2 The **Institution** shall indicate the fact of the funding in every communication related to its own activity through this agreement, as well as the fact that the funding comes from the Stipendium Hungaricum programme financed by the Ministry of Foreign Affairs and Trade.

9.3 If the **Institution** does not send back a signed copy of this agreement within 30 days after mailing this agreement to the **Public Foundation**, the **Public Foundation** reserves the right to understand that the **Institution** withdraws its intention written in its application to participate in the programme.

9.4 The programmes with Stipendium Hungaricum applications listed in Annex 1 and the annexes listed below constitute an integral part of this agreement and they shall be observed by the **Institution** during the implementation.

9.5 The **Institution** shall attach the following documents as Annex 5 to this agreement:

- a) The original copy of specimen signature of the official representative(s) authenticated by a notary public not older than 30 days or the copy of an earlier of specimen signature of the official representative(s) filled out by a notary public, authenticated by the signature(s) of the official representative(s) and the seal of the institution, dated not earlier than 30 days before,
- b) In the case of non-budgetary institutions, the original copy of the operation licence issued by the Educational Authority not older than 30 days or its copy, authenticated by the signature(s) of the official representative(s) and the seal of the institution, dated not earlier than 30 days before.

9.6 The name of the responsible contact person on behalf of the **Institution** (the institutional Stipendium Hungaricum coordinator):

« name of institutional coordinator»

Address: « institutional \_coordinator\_contact\_ address»,

Phone: (06) « institutional \_coordinator\_contact\_phone»,

Fax: (06) « institutional \_coordinator\_contact\_fax»,

E-mail: « institutional \_coordinator\_contact\_ema»



9.7 Correspondence related to this agreement shall be conducted through the following addresses, with a compulsory indication of the number of the agreement:

On behalf of the **Public Foundation**:

Tempus Public Foundation/Stipendium Hungaricum Unit  
1438 Budapest 70., Pf. 508.

On behalf of the **Institution**:

« Institution's\_name»

« Institution's\_mailing\_address»

9.8 This agreement shall come into effect on the date of the signature by both Parties.

9.9 The Parties have read, understood and signed this agreement consisting of 7 pages in approval as being in full compliance with their intentions.

9.10 This agreement has been prepared in a minimum of three original and completely identical copies, one copy is due to the **Institution** and two copies to the **Public Foundation**.

## 10. Annexes

1. List of study programmes participating in the programme in the school years 2015/2016 and 2016/2017 (attached by the Public Foundation)
2. List of the scholarship holders at the **Institution** in the school year 2015/2016 (attached by the Public Foundation)
3. Detailed rules of the Stipendium Hungaricum programme (attached by the Public Foundation)
4. Reporting forms (attached by the Public Foundation):  
4/a) Professional report form
5. Documents listed in point 9.5 (attached by the **Institution** when this agreement is signed)

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On behalf of the Institution  
Name:

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On behalf of the Public Foundation  
András Nemeslaki dr  
President

Dated:

Dated: Budapest, 2016.

stamp

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