

European Fund for the Balkans

Western Balkans Fellowship Programme at the Austrian Parliament in cooperation with the EFB Programme Year 2020/2021

Acknowledging that the Network of European Foundations for Innovative Co-operation, having its registered office at Philanthropy House, Rue Royale 94, 1000 Bruxelles, Belgium set up the initiative called “European Fund for the Balkans”.

AGREEMENT

Stipulating the General Conditions of the Western Balkans Fellowship Programme at the Austrian Parliament in cooperation with the EFB, financed by the Austrian Parliament and implemented by the EFB/NEF, hereinafter referred to as the “Fellowship Programme”,

Between

The Network of European Foundations for Innovative Co-operation, hereinafter referred to as “EFB/NEF”, with its office at Majke Jevrosime 20, 11000 Belgrade, Serbia, legally represented by the Executive Director Aleksandra Tomanic,

and

Ms/Mr

, with permanent address
_____, with Passport
Number _____, hereinafter referred to as the
“Fellow”.

1. Granting the Fellowship

The EFB/NEF’s decision regarding the grant of a Fellowship shall be communicated to the Fellow via e-mail. The communication of this

“Agreement” means granting of the Fellowship. The included Annexes are constituent parts of this Agreement. Page 2

2. **Accepting participation in the Fellowship Programme**

Notification of acceptance of participation in the Fellowship Programme and the “General Conditions” under which it is awarded must be received by EFB/NEF by at the latest (2 copies of the signed Agreement should be sent by regular mail to the EFB/NEF by ... one copy will be handed back to the Fellow;). If written notification of acceptance has not been received by then, the acceptance of the Fellowship Programme shall be regarded as having been declined.

The Fellowship Programme’s practise phase includes the period of 6 weeks between which requires the Fellow’s absence from work during the maximum period of 50 days. Prior to departure for the practise phase, Fellow shall attend an intensive language course in his/her home country and send a confirmation of attendance or the course certificate to EFB/NEF.

The Fellow’s employer must support his/her participation in the Fellowship Programme. It is up to the Fellow to regulate his/her relationship with the employer for the whole duration of the Fellowship Programme.

3. **Funding**

The support granted to the Fellow includes: stipend, intensive language training, lodging during final seminar and travel.

3.1 **Stipend**

EFB/NEF shall grant the Fellow a Stipend of 2.250 EUR for the 6 weeks period of the Fellowship Programme. This sum shall serve to finance **all living expenses** accrued throughout the duration of the Fellowship.

The Stipend will be transferred (in EUR) to the Fellow’s foreign currency bank account, the details of which shall be relevant throughout the year.

The amount of the contracted Stipend will be provided in one (1) instalment before starting the Fellowship Programme.

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It is the responsibility of the fellow to declare this amount on his/her home country's tax forms, if applicable. Before the start of the programme, the fellow is expected to inform him- or herself about the taxation of stipend payments (in addition to his or her regular salary) in the home country. EFB/NEF is not in a position to give any advice on taxation issues.

EFB/NEF asserts that the fellow, for the duration of the Fellowship Programme in the host country, is not considered as an employee, does not hold an employment contract and does not receive a regular income in the host country. The host institution pays no compensation. The fellow is not an employee of this institution. The Stipend does not constitute any contractual relation between the fellow and this institution.

The granting of the Stipend does not make the recipient an employee of EFB/NEF. The transfer or pledging of the Stipend or any part of the Stipend as collateral or credit payment is not permissible.

3.2 Travel expenses

All travel expenses of the Fellowship as specified below, will be covered by EFB/NEF. The following shall be considered as travel expenses:

- Roundtrip costs between the fellow's residence and Austria.

EFB/NEF assumes travel expenses related to the Fellowship Programme under the following conditions:

- For all travel purposes, only the costs for the most direct route/route with the most economical price will be covered regardless which route the fellow chooses. If the fellow should choose to take a route that would not be the most direct route in terms of time to his/her destination and one that costs more than another more direct route, then the fellow will be responsible for paying the difference.

- Given the special situation with COVID 19 EFB/NEF keeps the right to organize the travel in accordance with the special situation and to adjust means of travel accordingly.
- EFB/NEF is not responsible for any additional travel expenses in the host country or other travel occurred during the Fellow's placement in the host institution.

3.3 Insurance

The fellow is expected to obtain sufficient travel insurance against illness, liability and accident in the host country. The costs of the insurance should be covered and will be paid with the first instalment of the Fellowship Stipend. EFB/NEF assumes no liability whatsoever.

3.4 Language training

To improve the fellow's knowledge of the host country's language before the beginning of the Programme, EFB/NEF will support language instruction, if necessary.

EFB/NEF will cover the costs of German language training in the home country before the start of the Programme depending on the fellow's need.

Language lessons must not be taken during working hours in home institution, in order not to interfere with the daily work of the fellow.

In total, up to € 1.000 of language training costs can be covered by EFB/NEF. The fellow is responsible for organizing his/her language lessons. Language training costs are paid directly by EFB/NEF to the language school/professor.

3.5 Visa

Costs for a 6 weeks multi-entry Schengen tourist visa for the host country will be covered by EFB/NEF.

In cases where a visa is required for a seminar location, EFB/NEF will cover a one-entry tourist visa costs and assist in obtaining a visa.

4. Reimbursement of costs

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The following cost can be submitted for reimbursement by EFB/NEF:

- Visa costs

All requests for reimbursements that are within the parameters of the financial benefits outlined in this agreement must be submitted no later than Receipts have to be handed in together with a signed reimbursement form.

5. Obligations of the fellow

5.1 Absences during the entire duration of the Fellowship Programme

In case of unavoidable absences (for example family emergencies), EFB/NEF shall be notified prior to the absence and given a satisfactory reason. EFB/NEF will deduct 100 EUR from the monthly stipend for each day of absence without notification.

Should the fellow become sick and be absent for more than one day, EFB/NEF requires a physician's report. In the event of repeated absenteeism, EFB/NEF will require a general "Certificate of Health".

5.2 Political Activities

The Fellow is expected to refrain from any political activities directed against the host country and to obey the laws of the host country.

5.3 Information transfers

None of the information acquired by the fellow during the seminars and the work assignment is to be passed on to a third party without the prior expressed permission of the discussion partner or host institution.

In case such information is of a confidential nature or is treated or identified as such by the discussion partner or host institution, such in-

formation cannot, under any circumstances, be disclosed to or discussed with a third party. Page 6

5.4 Loyalty to EFB/NEF and the host institution and EFB/NEF and host institution's rights

The fellow shall spread and support the spirit of EFB/NEF and good reputation of EFB/NEF and the host institution during the Programme. Failure to fulfil this contractual condition could result in application of Article 6 of this Agreement.

All official photos taken throughout the Fellowship Programme are the property of EFB/NEF and the host institution and EFB/NEF and the host institution reserve the right to use those photos where it deems appropriate.

All official written reports, submitted by the fellow are the property of EFB/NEF and EFB/NEF reserves the right to use the contents of the reports where it deems appropriate and shares them with the host institution.

6. Exclusion from the Fellowship Programme

6.1 In the event that the fellow fails to fulfil his/her duties to EFB/NEF and the host institution, through her/his own fault, EFB/NEF may exclude him or her from the Fellowship Programme and require the refund to EFB/NEF the full amount of the Stipend already paid within thirty (30) days of the day of failure of his/her duties.

6.2 Termination of the Fellowship Programme

6.2.1 If the fellow cancels participation in the Programme after for any reason personal or professional and without prior written consent from EFB/NEF, he/she will be obliged to repay all expenditures up to the noted date, which include: language lessons, seminar related (ex. hotel reservation deposits) – within thirty (30) days of the day of termination of the Fellowship.

- 6.2.2 Should the fellow begin the Fellowship and terminate it prematurely, without first obtaining express written consent by EFB/NEF, he or she shall be obliged to repay all expenditures up to the time the Fellowship was terminated within thirty (30) days of the day of termination of the Fellowship.
- 6.2.3 When EFB/NEF identifies deficiencies that could in a significant way affect the result or approved schedule during the implementation of the Programme, EFB/NEF reserves the right to suspend the payment of resources for a definite period or to terminate the Agreement with immediate effect. In the event of termination of the Agreement the fellow shall have the obligation to return the unused part of the Stipend to EFB/NEF within 30 days of the written notice.

7. Reporting, final presentation and final report

The fellow is obliged to submit **an evaluation report** pertaining to his/her work in the host institution. The one evaluation report will also require feedback by supervisor/s in Home and Host institution. The fellow will receive the template of the report by the beginning of the Programme.

The fellow is obliged to organize a **final presentation** in his/her home institution, after returning home. The final presentation should include the lessons learned as well as recommendations for changes following the good practices in the host institution. The deadline for organizing a presentation is

The fellow is obliged to submit a **final report** to EFB/NEF by the end of the Programme. The fellow will receive the template of the final report mid way through the Programme, and it shall be treated as an Annex to this Agreement.

The deadline for submission of the final report is ...

8. Organisation of the Fellowship Programme

- 8.1 The fellow is responsible for any legal formalities which are required for residence in the host country. EFB/NEF shall assist the fellow in the process of obtaining visa for the stay and will cover the visa costs.

Fees for a residence permit or for other authorisations have to be borne by the fellow. Page 8

During the Programme, the fellow shall carry out all further formalities in due course, such as official notification when changing residence, residence and work permits, banking connections, telephone, insurance coverage and other.

9. Address

The fellow shall keep EFB/NEF informed of his or her address at all times, especially following a change of residence.

Immediately upon arrival in host country/institution, the f

ellow is obliged to fill in and submit a form noting the new place of residence and phone number and updated email, if any.

10. Bank account

Immediately upon acceptance of the award, the fellow must provide EFB/NEF with the necessary foreign bank account information. The monthly stipend shall subsequently be available in the fellow's account as defined in section 3.1 of this Agreement.

The monthly stipend shall be transferred to the following foreign currency bank account number:

Name of account holder: _____

Name of the Bank: _____

Bank Address: _____

IBAN: _____

SWIFT CODE: _____

11. Applicable law and place of jurisdiction

Any controversies arising out of this Agreement shall be resolved under the jurisdiction of the competent courts in Brussels at selection of the party initiating the dispute.

12. Other provisions

This Agreement shall come into force upon signature and exchange of two copies of this agreement by EFB/NEF and the fellow, one copy to be retained by each party.

Name _____

.....,
EFB/NEF

European Fund for the Balkans

Western Balkans Fellowship Programme at the Austrian Parliament Programme Year 2020/2021

Declaration of Acceptance

I hereby confirm receipt of the Agreement for the Fellowship Programme 2020/2021.

By signing this document I confirm my acceptance of the Fellowship. I have read and understood, and agree to the terms of this Agreement

Name

City and date

Signature

This page must be completed with name, city, date and signature and returned no later than ...