

**STUDENT SCHOLARSHIP CONTRACT**

concluded by and between, on the one hand,  
the **Educational Authority** acting on behalf of the **Hungarian State**  
Registered seat: 1055 Budapest, Szalay u. 10-14.  
Representative: Dr Péter Princzinger, President  
Tax ID: 15329729-2-41  
Central Statistical 15329729-8411-312-01  
Office No.:

as Authority (hereinafter: the **Authority**),

and on the other hand,

**Name:** Joe Sample  
Name at birth: Joe Sample  
Permanent address: 3600 Ózd, Kossuth Lajos u. 55.  
Mailing address: 3600 Ózd, Kossuth Lajos u. 55.  
Place and date of birth: Ózd, 11 January 1994  
Mother's birth name: Jane Sample  
Nationality: Hungarian  
E-mail address: [sample@sample.hu](mailto:sample@sample.hu)

Legal title of enrolment: **admission**/transfer/reclassification  
Commencement of studies: 1<sup>st</sup> term of academic year 2012/2013  
Decision No.: FE/1111-2/2012  
Admission ID No.: 310220180908  
Higher education institution: Sample Higher Education Institution  
Institution ID: FIXXXXX  
Student status: Full-time  
Place of programme: Town/city  
Language of programme: Hungarian  
Length of programme: X term(s)  
Form of Financing: (partially) financed by the Hungarian State  
**Programme:** **Teacher- Hungarian teacher, Teacher- English teacher MA**  
**Grant:** **HUF xxx xxx/term**  
Student status: **active**/terminated  
Date of termination:

as a Hungarian student (partially) financed through Hungarian state grant (hereinafter: Student),

(hereinafter jointly: Parties) with the subject of the Hungarian State providing (partial) state scholarship to the Student pursuant to Section 39(3) and Sections 48/A-48/S of Act CCIV of 2011 on Higher Education, with the following terms and conditions:

1. The Hungarian State shall undertake to
  - a) provide for the student-related costs of the higher education institution of the Student's

programme (partially) financed through state scholarship (hereinafter: (partial) state scholarship) during the support period the Student completes the Programme, but no longer than until the termination of the student status,

b) endeavour to provide appropriate work opportunity for the Student (partially) financed through state scholarship following his/her completion of the programme (partially) financed through state scholarship, supported by the tools of the State employment policy.

2. The Student shall undertake to

a) acquire a degree in a programme (partially) financed through state scholarship within the period of study defined in the programme and output requirements, but this period shall not exceed one-and-a-half times the length of study defined in the programme and output requirements, and

b) establish, maintain employment or other contractual relationship for employment, or pursue entrepreneurial activity under Hungarian jurisdiction which shall result in social insurance at any employer under Hungarian jurisdiction for a period double the length of study (partially) financed through state scholarship (hereinafter: domestic employment relationship) within 20 years following the acquisition of his/her degree, in a programme under this Contract, and the contractual obligations may be performed in parts.

c) repay the Hungarian State, at a flat rate, 50% of the (partial) state scholarship the Hungarian State provided for the Student for the programme defined in this Contract, in the event s/he does not acquire the degree before the deadline determined in section a) in a programme (partially) financed through state scholarship, or

d) repay the Hungarian State the (partial) state scholarship financed by the Hungarian State for the programme defined in this Student Scholarship Contract applying the base rate of the National Bank of Hungary valid on the last day preceding the calendar term when the repayment becomes due, with an interest plus three percentage points, unless s/he establishes/maintains domestic employment relationship in line with section b), following the acquisition of his/her degree.

3. The Parties hereby declare the following:

a) any person subject to the Act on Hungarian Nationals Living in Neighbouring Countries may perform his/her contractual obligations defined in section 2.b) in his/her country of origin,

b) any Student receiving religious education (partially) financed through state scholarship shall be exempted from the contractual obligations defined in section 2.b) and d),

c) when calculating the duration of domestic employment relationship, any employment relationship resulting in social insurance and established through voluntary military service in Hungary or established by persons subject to the Act on Hungarian Nationals Living in Neighbouring Countries in their countries of origin, shall count double.

4. Furthermore, the Parties hereby declare the following:

a) if the Student, with active student status, (partially) financed through state scholarship is reclassified and continues his/her studies in the form of self-financed study in the given programme, his/her contractual obligations defined in section 2.b)-d) shall be applicable solely to the period (partially) financed through state scholarship,

b) if the Student continues his/her studies commenced after 01 September 2012 in the form of parallel programme (partially) financed through state scholarship or acquires more than one degree subsequently, his/her contractual obligations defined in section 2.b) and d) shall be calculated from the time of the acquisition of his/her first degree and shall be fulfilled

for each programme.

5. The contractual obligation defined in section 2.a) shall not restrict programme change. In the event of programme change, the study period of the new programme shall be applicable, and the length of study (partially) financed through state scholarship and pursued prior to the programme change shall be included in the total length of study (partially) financed through state scholarship.

6. The Authority shall inform the Student (partially) financed through state scholarship of the entire amount of state scholarship engaged by the specific Student within sixty days from the completion of the programme (partially) financed through state scholarship, or from the termination of student status in case the Student (partially) financed through state scholarship does not complete his/her programme. The date of completion of the programme shall be the date the degree for the given programme is issued.

7. The domestic employment relationship shall include:

a) the period when pregnancy-confinement benefit, child home care allowance and child care fee are transferred,

b) the period when the graduate Student (partially) financed through state scholarship seeks for job and is entitled for job-seeker compensation as defined in the Act on the Promotion of Employment and Unemployment Compensation.

8.

a) Any female Student shall be exempted from her contractual obligation defined in section 2.a) and c) of this Contract if she has three children.

b) Any Student with multiple disadvantages shall be exempted from his/her contractual obligation defined in section 2.c).

c) Any Student shall be partially exempted from his/her contractual obligation defined in section 2.d) of this Contract if s/he establishes domestic employment relationship during the repayment period, in proportion to the time this relationship is maintained.

9. At the request of the graduate Student (partially) financed through state scholarship, the Authority may authorize to suspend the fulfilment of contractual obligations defined in section 2.a)

a) for the period of studies pursued in foreign higher education institutions,

b) for the period of adult training conducted for the purpose of acquiring a language certificate.

10. Suspension may be allowed no more than two occasions for a maximum period of no longer than two years, on condition that the Student proves the following:

a) the foreign higher education institution and his/her studies abroad accredited as higher education institution and higher education, respectively, pursuant to the law of the given state.

b) the studies for the purpose of acquiring a language certificate required for the degree are pursued in adult training relationship.

11. At his/her request, the Student may be exempted from his/her contractual obligations defined in section 2.c) of this Contract if the Student establishes domestic employment relationship which s/he maintains for a period double the standard length of study the uncompleted programme required. At the Student's request, s/he may be exempted from his/her contractual obligations defined in section 2.a) of this Contract by the Authority if the Student becomes unable to acquire his/her degree due to his/her chronic illness, accident or childbirth. At his/her request, the Student may be (partially) exempted from

his/her contractual obligations defined in section 2.b)-d) of this Contract, if the Student becomes unable to fulfil his/her contractual obligations for the following reasons:

- a) change in his/her working ability,
- b) chronic illness, accident, childbirth,
- c) rearing two or more children.

The exemption granted due to the rearing of two or more children may be authorized for one parent only, with regard to specific children.

12. If the Student's repayment obligation is assumed, this shall be established in the form of a decision. The amount of refundable state scholarship shall be paid within thirty days from the day this decision becomes final (due date). In addition to the compulsory items required by the Act on the General Rules of Administrative Proceedings and Services, the decision shall contain the following:

- a) the amount of refundable state scholarship together with its method of calculation,
- b) information on the conditions for instalment payment and the manner of application for instalment payment,
- c) information on the settlement of claim.

13. The (partial) repayment of state scholarship may be performed by the employer of the Student or any other person, upon submission of a statement.

14. At the Student's request, instalment payment may be authorized

- a) for a period of maximum ten years if the repayment obligation is assumed for a state scholarship below five million forints,
- b) for a period of maximum fifteen years if the repayment obligation is assumed for a state scholarship above five million forints.

15. Pursuant to Section 48/R (1) of the Act on National Higher Education, the final decision determining the amount of repayment obligation, together with the data required for the settlement of claim the Hungarian State is entitled to, shall be sent to the national tax authority for the purpose of collecting the refundable amount, in case the Student or the person taking over the repayment obligation of the amount assumed in line with section 12 of this Contract, does not fulfil his/her/its legally binding repayment obligation

- a) before the deadline, and
- b) if the Student has not submitted any instalment payment or other application defined in the Act on National Higher Education, or does not meet the requirements of the legally binding decisions concerning such applications before the deadline.

16. The higher education institution and the authority responsible for the registration of student scholarship contracts shall be entitled to handle the Student's personal data in line with Annex 5 of the Act on National Higher Education.

17. The Student agrees to be contacted by the Authority via e-mail, too in the course of enforcing his/her contractual rights and fulfilling his/her contractual obligations, and at the same time s/he shall undertake to report his/her change of e-mail address, if any, to the Authority at the [hsz@oh.gov.hu](mailto:hsz@oh.gov.hu) e-mail address.

18. The Student shall undertake to report all changes, if any, within 8 days from occurrence, concerning contract data and the data enlisted in Annex 5 of the Act on National Higher Education required for the tracking and supervision of the fulfilment of contractual obligations.

19. This Contract shall be concluded for an unlimited period on the day of execution by the Student. In line with Section 48/F (2) of the Act on National Higher Education, this

Contract shall be terminated on condition that the Student (partially) financed through state scholarship has fulfilled his/her contractual obligations or has been exempted from such.

20. The Student shall execute this Contract until the day of enrolment in a higher education institution, or in the event of active student status, on the day of the first registration in the contracted programme. The execution of the Contract is the prerequisite for enrolment (registration).

21. The Parties hereby declare that the registered candidate classified for a programme (partially) financed through state scholarship has been informed on the terms and conditions related to the establishment of student status (partially) financed through state scholarship in the Authority's classification decision pursuant to the Government Decision on the General Rules of Admission Procedures of Higher Education Institutions, and at the same time information has been provided on the terms and conditions for the Student Scholarship Contract.

22. The Authority shall make the personalized version of the draft Student Scholarship Contract electronically accessible for the registered candidate classified for a programme (partially) financed through state scholarship on its website defined in the Government Decree on the General Rules of Admission Procedures. The Authority shall send three original copies of the draft contract to the higher education institution in which the Student has been classified. The copies the Student receives in the higher education institution shall qualify as the certified true copies of the student scholarship contract.

23. During the admission procedure, the representative of the higher education institution shall check and certify that s/he has verified the personal identity of the Hungarian Student to be (partially) financed through state scholarship intending to execute the student scholarship contract or the right of representation of the person acting on behalf of the contracting party by signing all original copies of the Student Scholarship Contract.

24. The Student shall fulfil his/her contractual obligation defined in Section 48/D (5) of the Act on National Higher Education by submitting one original copy of the Student Scholarship Contract at the higher education institution within 8 days from enrolment (registration).

25. This Contract may be amended exclusively in writing. In the course of fulfilling this Contract, the Parties are obliged to cooperate with each other and to provide information on any factors affecting the Contract without delay.

26. In matters not regulated or not fully regulated in this Contract (particularly, in terms of the fulfilment of obligations, exemptions, possible reductions, legal consequences of non-fulfilment, required data, data management and registration, rules of procedure) the relevant provisions of the Act on National Higher Education shall be applicable.

27. The part of the contract containing personal and study data shall contain data in line with the programme forms announced in the central higher education admission procedures in case the legal title of enrolment is: *admission* to higher education.

28. The Parties hereby declare that

a) the concluded contracts may only be amended by the Hungarian State by determining more favourable conditions for the Student,

b) if the authority responsible for the registration of Student Scholarship Contracts changes as a consequence of legislative changes, this Contract may be unilaterally amended in terms of the authority acting on behalf of the Hungarian State.

29. The Parties hereby declare that this Contract has been prepared in Hungarian and they

shall accept the Hungarian version as authentic.

30. The Parties have read and understood this Contract and have signed it in full compliance with their intent. The Contract has been written in three (3) original, completely identical copies out of which the Student, the Authority and the higher education institution shall keep one-one copy each.

31. The Student shall acknowledge that the printed signature of the President of the Educational Authority displayed on this Contract is accepted as a regular legal statement on behalf of the Hungarian State.

Dated in Budapest, 10 August 2012

Dated:

Seal: Educational Authority \* 1

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Educational Authority

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John Sample

I have verified the personal identity of the Contracting Party (student):

L. S.

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Countersigned by the Sample Higher Education institution