

European Fund for the Balkans

Fellowship Programme for Government Officials

Programme Year 2015/2016

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 Fellowship Programme for Government Officials, 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 Resavska 35, 11000 Belgrade, Serbia, legally represented by Hedvig Morvai by the Power of Attorney issued by NEF on January 30, 2009,

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.

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 March 10, 2016, at the latest (2 copies of the signed Agreement and Annex 1, 2 should be sent by regular mail to the EFB/NEF by March 10, 2016, one copy will be handed back to the Fellow; Annexes 1 and 2 should be submitted electronically by March 10, 2016). 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 Practise phase includes the period of **August 27 – November 24, 2016** which requires the Fellow’s absence from work during the maximum period of 90 days. Prior to departure for the Introduction seminar and Practise phase, Fellow shall attend an intensive language course in his/her home country.

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 by EFB/NEF

The support granted to the Fellow by EFB/NEF includes: participation fee, stipend, relocation package, child allowance, intensive language training, lodging during seminars and travel.

3.1 Stipend

EFB/NEF shall grant the Fellow a Stipend of 4.500 EUR for the 3 month period of the Fellowship Programme, which is **August 27 – November 24, 2016**. This sum shall serve to finance **all living expenses** accrued throughout the duration of the Fellowship.

The Stipend will be transferred 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 three (3) instalments at the beginning of each month for the duration of the Fellowship Programme.

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 Fel-

low 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 institutions pay no compensation. The Fellow is not an employee of these institutions.

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 Relocation expenses

EFB/NEF shall assume relocation costs of 500 EUR. This amount is foreseen for covering expenses related to the search for housing (such as agency cost), costs of moving (luggage transportation or excess luggage fee), temporary accommodation costs in the host country (hotel expenses while searching for housing), insurance etc. It is the ultimate responsibility of the Fellow to find housing in the host country for the duration of the Fellowship.

Relocation costs will be paid with the first instalment of the Fellowship Stipend.

3.3 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 host country.
- The location where seminars start and end and the location of the Fellow's placement.

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

- The travel expenses include: economy-class air ticket, second-class train ticket (if applicable).

- 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.
- All local travel during seminars will be organised and covered by EFB/NEF. The Fellow is responsible for all travel expenses during seminars which are not related to the seminar Programme.
- 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.

3.4 Insurance

The Fellow is expected to obtain sufficient travel insurance against illness, liability and accident in the host country. The costs for the insurance should be covered through the allocation fee, as defined in section 3.2. EFB/NEF assumes no liability whatsoever.

3.5 Lodging and meals during seminars

EFB/NEF assumes expenses for accommodation during seminars and special events. Hotels will be pre-booked by EFB/NEF.

Accommodation during the Seminars includes breakfast and lunch. The expenses for dinners should be covered by the monthly stipend (except of joint dinners organised by EFB/NEF).

3.6 Participation fee

EFB/NEF covers participation fee to seminars and special events in the scope of the Fellowship Programme activities organised by EFB/NEF.

3.7 Language training

Page 5

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 language training in the home country for the duration of a maximum of 3 months before the start of the Programme (from June to August, 2016), 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 case the Fellow already has a very good knowledge of the host country's language and prefers to improve his/her English, English lessons can be subsidised, also.

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.

3.8 Accompanying child

EFB/NEF does not cover expenses for accompanying spouse.

EFB/NEF will pay a maximum amount of 150 EURO per child (under the age of 18) for full month duration of child's stay in the host country. The amount of 150 euro is accordingly adjusted in cases where the child does not stay the full duration of one month in host country.

EFB/NEF assumes 50% of the costs for one-time travel from the child's place of residence to the host country and back to the same place of residence. The travel expenses include: economy-class air ticket, second-class train ticket (if applicable).

For all travel purposes, only the costs for the most direct route/route of most attractive price will be covered

The Fellow is expected to submit proof of duration of stay of the child and travel expenses when submitting the request for reimbursement of costs. Reimbursement of costs will be done at the end of the Programme. Page 6

EFB/NEF may assist in the process of obtaining visa for the child.

3.9 Visa

Costs for a 3 month 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

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

- child allowance (see Article 3.8)
- 50% of the costs for one-time travel of the child (see Article 3.8)
- Visa costs (see Article 3.9)

All requests for reimbursements that are within the parameters of the financial benefits outlined in this agreement must be submitted no later than November 24, 2016. Receipts have to be handed in together with a signed reimbursement form (see Annex 3).

5. Obligations of the Fellow

5.1 Seminars

The Fellow is obliged to attend all scheduled events during the seminars and special events. The Fellow shall make full use of the information and opportunities made available to him or her in the host institution, and shall participate fully in group functions. The Fellow shall observe the scheduled business and working hours of the host institution, as well as the scheduled Programme for seminars.

The seminars and special Programme activities organized by EFB/NEF take priority over the Fellow's other duties, including the work assignment. No

business or private trips are permitted during the seminars. The host institution has to be informed by the Fellow in due time about upcoming seminars and other Programme related events necessitating the Fellow's absence from work.

5.2 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".

5.3 Vacation

Vacation time is to be agreed upon amongst the Fellow and the host institution. A maximum vacation time of 2 days for the duration of the Programme must not be exceeded. EFB/NEF is to be informed about planned vacation days.

Vacation time cannot be used during the Seminars.

5.4 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.

5.5 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 information cannot, under any circumstances, be disclosed to or discussed with a third party.

5.6 Loyalty to EFB/NEF and EFB/NEF rights

The Fellow shall spread and support the spirit of EFB/NEF and good reputation of EFB/NEF 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 Seminars are the property of EFB/NEF and EFB/NEF reserves 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.

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 July 1, 2016 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, training expenses) – within thirty (30) days of the day of termination of the Fellowship.

In addition, if placement has already been secured, the Fellow will be obliged to submit a written explanation to the host institution, as to the reasons for cancellation of the traineeship.

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. Page 9

- 6.3** 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 **two evaluation reports** pertaining to his/her work in the Host institution. The two evaluation reports will also require feedback by supervisor/s in Home and Host institution. The Fellow will receive the template of the reports by the beginning of the Programme. The first evaluation report will be due at the middle of the traineeship phase, while the second evaluation report will be due at the start of the Final seminar.

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 **December 15, 2016**.

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 **January 15, 2017**.

8. Placement in host institution

As part of this Agreement – see Annex 1, the Fellow is asked to make 3 choices of host institution and host country, and list them in the order of preference. EFB/NEF will make every reasonable effort to accommodate the Fellow's wishes in arranging the placement in first preferred choice. However-

er, the Fellow should be aware that each of the 3 presented choices is a realistic possibility for a host institution and country, depending on availability and receptiveness of the host institution. Thus, once placement has been secured, in any one of the 3 choices presented by the Fellow, the Fellow is obliged to accept it.

The Fellow and his/her supervisor in the home institution, EFB/NEF and Fellowship Programme host institution in the host country will undertake detailed consultations. EFB/NEF shall inform the Fellow regularly on the status of arrangements with host institutions.

All communication with host institution from the moment of the signing of this Agreement will be done strictly through EFB/NEF. EFB/NEF is not responsible for any miscommunication in situations of direct exchange between Fellow and host institution.

If difficulties in arranging the placement in the desired and preferred host institution necessitate the arrangement of an alternate host institution, EFB/NEF reserves the right to make the final decision for placement.

EFB/NEF is obliged to ensure the adequate placement in a host institution for the Fellow by the end of July 2016. Should the Fellow not agree with the final decision of EFB/NEF for the placement in the host institution and/or the EFB/NEF's request for placement has been rejected by the host institution by no fault or omission on the side of EFB/NEF and EFB/NEF was not able to find a suitable alternative to its best knowledge and effort, the participation of the Fellow to this Fellowship Programme shall terminate with immediate effect as of the day of fellow's disagreement or rejection by the host institution.

For the purpose of finding and securing the most adequate placement the Fellow is obliged to fill in and submit together with this Agreement, Annexes 1 and 2 of this Agreement.

Upon confirmation of placement, the Fellow is obliged to work with his/her supervisors and EFB/NEF in drafting a proposed activity plan for the duration of the traineeship. Before departure to the host country and institution, the Fellow is obliged to share and finalize the draft activity plan with EFB/NEF and possibly the assigned supervisor in the host institution – depending on the specific needs of the host institution/country. At the beginning of the Programme in the host Institution, the Fellow is obliged to make a short

presentation in front of host supervisor/s pertaining to his/her home country and institution and the expected outcomes defined in Annexes 1 and 2 to this Agreement.

Page 11

Should the work assignment in government agencies or other institutions require security clearance, the Fellow is responsible for obtaining such clearance by the beginning of his work phase.

9. Organisation of the Fellowship Programme

9.1 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.

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.

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

11. Bank account

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

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

Name of account holder: _____

Page 12

Name of the Bank: _____

Bank Address: _____

IBAN: _____

SWIFT CODE: _____

12. 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.

13. 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 _____

Hedvig Morvai, EFB/NEF

European Fund for the Balkans

**Fellowship Programme
Programme Year 2015/2016**

Declaration of Acceptance

I hereby confirm receipt of the Agreement for the Fellowship Programme 2015/2016.

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 March 10 2016.