



GRANT PROVIDED BY BRITISH COUNCIL (CONTRACTING AUTHORITY) FOR EU SCHOLARSHIP PROGRAMME FUNDED BY EUROPEAN COMMISSION

CONTRACT FOR 2020/21 CALL

British Council:	THE BRITISH COUNCIL, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN and operating through its local office at 1-3 Aristotelous Street, P.O Box 21175, CY-1503 Nicosia 1011, CYPRUS		
The Recipient:	Name:	Contract Number:	
	Passport/ID number:	Scholarship Category:	
	Address:	Course:	
	Email:	Institution:	
	Telephone:	Country:	
Programme Duration:	one academic year	Programme Start Date:	
		Programme End Date:	

This Agreement is made on the date set out below subject to the terms set out in this document and the attached annexes which both the British Council and the Recipient undertake to observe in the performance of this Agreement.

The British Council shall award the Grant to the Recipient for the purposes of funding the Action described in Annex 1 on the terms and conditions of this Agreement.

Annexes

Annex 1	Description of the Action
Annex 2	Standard Conditions
Annex 3	Declarations
Annex 4	Grant Amount & Payment Method

This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by the Recipient, or in the case of recipients under 18 years of age, by their parent or legal guardian.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out below.

Signed by the scholar or parent/guarantor

Name & Surname:			
Signature:		Date:	

Signed by the authorised representative of BRITISH COUNCIL, the Contracting Authority

Dilek BEHCETOGULLARI, Programme Manager			
Signature:		Date:	

SPECIAL CONDITIONS

Terms defined in this Agreement shall have the same meanings when used throughout this Agreement. In the event of any conflict between the terms set out in the various Annexes, the Annexes shall prevail in the order in which they appear in the Agreement.

For the purposes of the Action and the Grant, the terms of this Agreement shall prevail over any other terms and conditions issued by the British Council (whether on a purchase order or otherwise).

1. Purpose

- 1.1. The purpose of this Agreement is the award of a grant by the Contracting Authority (British Council) to finance the implementation of the action entitled **EU Scholarship Programme for the Turkish Cypriot community 2020/21, funded by the European Commission**, which is more fully described in the Description of the Action (in Annex 1, the “ Description of Action”).
- 1.2. Specifically, this Scholarship grant award is for studying **XXXXXXXXXX**
- 1.3. The Action will be carried out in **XXXXXXXXXX**
- 1.4. The Recipient shall be awarded the grant on the terms and conditions set out in this Agreement, which consists of these special conditions (the ‘Special Conditions’) and the other annexes which the Recipient hereby declares s/he has noted and accepted.
- 1.5. The Recipient accepts the grant and undertakes to be responsible for carrying out the Action.

2. Implementation Period of the Action

- 2.1 This Agreement shall come into force **on the date when the second of two parties’ signs**.
- 2.2 Implementation of the Action shall commence on: – the start of the programme referred to in 1.2 above.
- 2.3 The implementation period of the Action, as laid down in Annex 1, as **12** months of which at least **10** months include mandatory attendance of the programme at the host institution.
- 2.4 This Agreement shall continue in full force and effect until the Action has been completed to the British Council’s satisfaction as set out in the Description of the Action (Annex 1), and when the payment of the balance is made.
- 2.5 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less than **30** days’ written notice on the Recipient.

3. Financing the Action

- 3.1. The body providing the funding for the Grant is: the European Commission
- 3.2. British Council, the Contracting Authority, undertakes to finance living allowance as per country group, EURO 800 travel allowance (except for those studying in Cyprus) and a maximum amount of **EURO 10,000 (Ten Thousand Euros)** tuition fee. See annex 4 for detailed breakdown of the grant amount based on the duration of the programme and how it will be paid to the beneficiaries
- 3.3. The final amount of the grant award paid by the Contracting Authority shall be determined in accordance with Sections 4 and 5 of the Special Conditions, and Annex 1.
- 3.4. If the Recipient fails to provide evidence of the attendance of the programme for the period specified in Section 2.2, the Contracting Authority reserves the right to proportionally reduce the amount of the scholarship lump-sums to the time of effective attendance considering an amount of living allowance allocated to the country group per month plus a one-off travel allowance of **EURO 800** (except Cyprus).

3.5. If the Recipient benefits from another scholarship for the same programme and/or period of study from any other institutions, organisations, universities or national and local authorities, the contract shall be terminated automatically and the Contracting Authority shall request full repayment of sums already paid from the grant*.

*This provision does not apply if the Recipient can provide evidence that the total amount received under this grant contract and from any other scholarships does not exceed the actual cost of the participation in the programme (including tuition fee, if applicable, and cost of accommodation and travel).

4. Other specific conditions applying to the Action

The Recipient must provide the Contracting Authority with all required information on the implementation of the Action. The Recipient must draw up an interim report and a final report as set out in Section 5 below. Each report must provide a full account of all aspects of the Action's implementation for the period covered. An official document proving full attendance of the programme will be attached as annex to the Final Report.

The reports will be submitted to the Contracting Authority as follows:

- the interim report shall be completed no later than the last day of the sixth month of the implementation period as defined in Section 2 of the Special Conditions (above);
- the final report shall be completed no later than one month after the end of the implementation period as defined in Section 2 of the Special Conditions (above).

See Annex 1, Section 5 below for more details.

5. Payment plan and requirements

Payments shall be made, by bank transfer, in accordance with the schedule below, subject to the Recipient's satisfactory compliance with the terms of this Agreement.

FOR LONG TERM SCHOLARS		
GRANT DISBURSEMENT		PAYMENT PLAN
Tuition Fee	0 Euro (for one academic year)	Actual amount to be paid directly to the host institution on receipt of an invoice.
Living Allowance	9,000 Euro for Group 1 countries	70% to be paid to the scholar as 1st instalment within 30 days from the contract signature date. 30% to be paid to the scholar as 2nd and final instalment upon completion of the course and completing the online Final Report form at https://apply.abburs.eu
Travel Allowance	800 Euro for countries in all 3 groups with the exception of the Republic of Cyprus	To be paid directly to the scholar within 30 days from the contract signature date.

6. General Conditions for All Applicants

Scholars are responsible themselves to obtain a visa if required by the host country. EU Scholarship Programme does not provide immigration advice to scholars and reserves the right to cancel the scholarship awarded if the scholar is unable to secure a visa to enter the host country. Even if the grant contract is signed, British Council reserves the right not to make the payment until the visa is secured by the scholar.

7. Contact addresses

British Council
 For the attention of Dilek Behcetogullari
EU Scholarship Programme Office
 1-3 Aristotelous Street
 P.O Box 21175 CY-1503 Nicosia 1011
 CYPRUS

DESCRIPTION OF THE ACTION

CONTRACT NUMBER :

1. Summary

Location and course	The Recipient will be placed in
EU language(s) of study	ENGLISH
Total duration of the action	10 months of mandatory attendance of the programme
Objectives of the action	In line with the objective of bringing the Turkish Cypriot community closer to the European Union (EU), this scholarship is granted in order to offer additional educational opportunities to Turkish Cypriots, raising their knowledge in a technical field, whilst providing the experience of living and studying outside the northern part of Cyprus to gain a better understanding of the EU.
Recipient	Full Name: Category: Application Number:
Main activities	The beneficiary will study for one academic year in 2020-2021 in an EU Member State's university or equivalent institution of higher education, or any other organization. S/He will undertake the coursework and sit the related exams, if any.

2. Objectives

The Recipient will follow the classes and/or engage in research for the chosen course of studies as referred to above. S/he will sit the related exams, carry out required assignments and make the utmost effort to finalize her/his academic year with good results. At the same time the Recipient will experience living outside the northern part of Cyprus and will gain a better understanding of the cultural, socio-economic and political reality of the host country.

3. Relevance of the Action

In the present situation, Turkish Cypriots have a restricted access to the European Union programme Socrates and, in particular, the Erasmus action concerning Higher Education. They are worse off than other EU citizens or citizens of candidate countries including Turkey. The reason for this situation is that the government of the Republic of Cyprus does not recognize universities situated in the northern part of Cyprus, in the areas not under the effective control of the government.

However, Turkish Cypriots as individuals are EU citizens and should be able to profit from educational opportunities outside the northern part of Cyprus. This is important as the Turkish Cypriot community has been living in isolation from the rest of the international community (with the exception of Turkey) for a generation or more. The scholarship programme is therefore not addressed to the northern area universities as such, but to the individuals belonging to the Turkish Cypriot community.

1 If the Recipient fails to provide evidence following and completion of the programme for the period specified in Article 2.3 of the Special Conditions, the Contracting Authority reserves the right to proportionally reduce the amount of the grant to the time of effective attendance.

4. Description of the Action

The Recipient undertakes to:

Upon signature of this grant contract:

- make arrangements for his/her travel together with the visa requirements (if needed);
- make arrangements for his/her accommodation in the country of the host University/ Institution/ Company, for the period necessary to follow the chosen course of studies and sit the related exams;
- effect payment of the tuition fees (if applicable) to the host University/Institution, if due in advance of the start of the classes for chosen course of studies;

Upon arrival at the destination:

- inform the Contracting Authority as soon as possible of his/her address, telephone number and e- mail address at the place of residence and any changes thereof;
- effect payment of the tuition fees (if applicable) to the host University/Institution, if due upon the start of the classes for the chosen course of studies;

During the placement at the host University/Institution:

- attend all classes foreseen and deliver all assignments required under the chosen course of studies and respect the academic calendar of the chosen university. Failure to follow the course programme in whole or in part will be subject to termination of the contract by the Contracting Authority in accordance with Section 3 (Special Conditions) above, and Annex 2, except for force majeure as defined in Section 7 of Annex 2, to be supported by documentary evidence (medical reports, etc.);²
- respect the discipline imposed by the Host University/Institute and the rules in force. In the event of non-compliance with this requirement, the Contracting Authority reserves the right to terminate the contract in accordance with Section 8, Annex 2;
- submit to the Contracting Authority an Interim Placement Report, as set out in Section 5 of Annex 1, no later than the last day of the sixth month of the implementation period, respectively, indicating the developments of the placement;
- complete the selected course of studies at the Host University/Institution and make the utmost effort to obtain a sufficient degree of success;

Within one month after the end of the implementation period:

- submit a Final Report on the completed course of studies to the Contracting Authority , as set out in Section 5 of Annex 1.

Upon the end of studies abroad:

- return to Cyprus and strive to ensure sustainability as described under Section 7, below.
- attend events/meetings organized / hosted by British Council.

² In a case of *force majeure* (e.g. serious illness) which would make the implementation of action impossible, a proportion of the lump sum corresponding to the remaining time to terminate the academic year will be recovered, if the student can't continue her/his studies.

5. Reporting

The recipient shall submit an Interim Placement Report covering the first five (5) months of the placement and a Final Report covering the whole duration of the placement, in English, following the standard reporting form on the portal.

5.1. **Interim Placement Report**, covering the first five (5) months of the placement at the host University/Institute, as well as the preparatory period preceding the placement, to be submitted at the latest by the last day of the sixth (6th) month of the implementation period (as defined in Section 2 of the Special Conditions).

The deadline for submitting the Interim Report is **28 February 2021 at the latest**.

5.2. **Final Report**, covering the remaining duration of the placement at the host university/institution, including the final exams and/or written assignments if any.

The Final Report shall include a description of the Recipient's experience for the overall duration of the placement at the Host University/Institute on: how it matched her/his expectations as per the proposed project in the submitted Application Form; problems encountered and recommendations for the next Scholarships scheme.

The Final Report should also include the address and telephone number of the Recipient for future cooperation activities with the Contracting Authority.

An official document **proving full attendance** of the programme **shall be attached as an annex to the Final Report**. Examples of official documents accepted as a proof of full attendance are:

- a copy of academic transcripts;
- a copy of obtained degree or diploma;
- an original certificate or an original official letter issued by the host university/institution.

If the academic transcripts or the obtained degree or diploma are not available, the provided document from the host university/institution shall fulfil the following conditions:

- be issued by an authorised representative of the host university/institution;
- be duly signed and dated;
- prove attendance of all classes (mandatory and/or optional) of the selected programme;
- include detailed results;
- include contact details of the representative (e.g. supervisor/professor) at the relevant department of the host university/institution.

The Final Report shall be completed duly on the portal at <https://apply.abburs.eu> no later than one (1) month after the end of implementation period.

For undergraduates the deadline for completing the Final Report is **31 July 2021 at the latest**.

For postgraduates the deadline for completing the Final Report is **31 October 2021 at the latest**.

Failure to provide the Report(s) and/or the attached document(s) as detailed above may result in recovery of grant already paid, or pro-rata reduction of the final payment.

6. Sustainability

The Recipient will go back to Cyprus and share his/her experience with peers, teachers, family and friends. S/he will share the added value of such a scholarship at three levels:

- on a **personal** basis, in promoting the positive aspects of living and studying abroad on people's personal development e.g. increase in self-esteem, confidence, autonomy, capacity to adapt to a different cultural and social environment, etc.
- from a **career** perspective, e.g. different skills, new methods, better language skills, new vision and approach, etc.
- for the **Turkish Cypriot community (TCc)** in contributing to the economic and social development of the community by assuming responsibilities in various sectors/areas of the TCc.

The Recipient agrees to participate in an anonymous evaluation of the scholarship programmes carried out by the Contracting Authority (British Council) and/or European Commission.

ANNEX 2
STANDARD CONDITIONS

1. Interpretation

1.1. In this Agreement:

- “Capital Asset” means any item of equipment or other asset costing €500 (five hundred euros) (excluding VAT) or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Grant.
- “Funder Agreement” means the agreement (if any) between the Funder (if any) and the British Council relating to the provision of the funding out of which the Grant is made; and
- “Funder Requirements” means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, notified to the Recipient in writing (including, without limitation, by means of email or any website or extranet).

1.2. Any headings in this Agreement shall not affect the interpretation of this Agreement.

2. Recipient's obligations

The Recipient warrants that the information given to the British Council in connection with the Description of the Action and Scholarship Grant Award is true.

The Recipient shall:

- use the Grant solely and exclusively for the purposes of funding the Action;
- notify the British Council in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to it for any purpose whatsoever as soon as it is approved;
- deliver all aspects of the Action with reasonable skill and care and in compliance at all times with the terms of this Agreement, the reasonable instructions of the British Council, and all applicable regulations and legislation in force from time to time;
- comply with the Funder Requirements (if any) and do nothing to put the British Council in breach of the Funder Requirements (if any);
- obtain the prior written consent of the British Council (and, where applicable, the Funder) before purchasing any Capital Asset.
- treat the terms of this Agreement and any information of a confidential nature relating to the British Council as confidential;
- comply in all material respects with the Data Protection Act 1998 (or any equivalent legislation in any applicable jurisdiction);
- obtain the British Council's prior written consent to all promotional activity or publicity relating to the Project and act at all times in accordance with the British Council's reasonable instructions relating to such activity or publicity;
- comply with all applicable legislation and codes of practice relating to diversity, ethnicity, equality, non-discrimination, human rights, child protection and the promotion of the welfare of children in force in England and Wales and any other territory in which the Project takes place or to which the Project relates;
- take out and maintain during the Term appropriate insurance cover in respect of its activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place;
- not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement; and
- comply with all applicable laws in any jurisdiction in which the Grant is made, received or used and in which the Project takes place or to which the Project relates.

3. Withholding, Reduction and Repayment of the Grant

The British Council may (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Grant if:

- the Recipient fails to comply with the terms of this Agreement.
- the Recipient fails to comply, or ceases to comply, with any stated eligibility criteria for the Grant.
- there is any financial irregularity or fraud in the operation of the Action
- there has been any overpayment of the Grant; or
- the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.

If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.

The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. The Recipient will deduct any such taxes out of the Grant and in no circumstances shall the British Council be required to pay any additional sums in respect of such taxes. In the event that the British Council is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, the British Council shall deduct and account for such taxes before paying the remainder of the Grant to the Recipient and shall notify the Recipient in writing of all such sums properly deducted.

4. Change Control

If the Recipient wishes to change the scope of the Action, it shall submit details of the requested change to the British Council in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

5. Intellectual Property Rights

5.1. Where any intellectual property rights owned or licensed by the British Council are required to be used in connection with the delivery of the Action, the Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Action and subject to such consents and restrictions as may be specified by the British Council.

5.2. The Recipient warrants that the delivery of the Action does not and will not infringe any third party's intellectual property rights.

6. Liability and Indemnity

6.1. Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

6.2. The British Council's sole liability under this Agreement shall be to pay the Grant to the Recipient in accordance with the provisions of this Agreement, the Recipient shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Action and the receipt and use of the Grant and the Recipient shall indemnify and hold the British Council exempt from and against all such claims, costs, expenses, losses and liabilities.

6.3. The provisions of this clause shall survive termination of this Agreement, however arising.

7. Force Majeure

Neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

8. Termination

- 8.1. Without prejudice to any other rights or remedies which the British Council may have, the British Council may terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient if:
- the Recipient uses the Grant or any part of it other than for the Action; or
 - the Funder Agreement is terminated for any reason.
- 8.2. The British Council may give notice in writing to the Recipient terminating this Agreement with immediate effect if:
- the Recipient commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect); or
 - the Recipient becomes (or in the British Council's reasonable opinion is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.
- 8.3. Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

9. Governing Law and Dispute Resolution Procedure

- 9.1. This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 9.2. Subject to the remainder of this clause, the parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 9.3. In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party or the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 10 working days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause, either party may commence proceedings in accordance with this clause.
- 9.4. Nothing in this clause shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

10. Data Protection, Security and Integrity

- 10.1. In this clause:
- 10.1.1. "data controller", "data processor", "personal data", "process" and "processing" shall have the meaning set out in EC Regulation 2016/679 of the European Parliament and Council and any other applicable legislation; and
- 10.1.2. "Personal data" means personal data under the control of the British Council and processed by the Contractor under this Agreement.
- 10.2. The British Council and the Contractor acknowledge that in relation to the Personal Data the British Council is the data controller and the Contractor is the data processor.
- 10.3. The Contractor shall process the Personal Data in accordance with applicable legislation and only to the extent, and in such a manner, as is necessary for the purposes of delivering the Services in accordance with this Agreement and in accordance with the British Council's instructions.

10.4. The Contractor shall not:

- 10.4.1. disclose any of the Personal Data to third parties except for the purposes of this Agreement, to comply with a statutory duty on the Contractor or an order of a court or official regulator;
- 10.4.2. subcontract the processing of the Personal Data without the prior written consent of the British Council, provided that where consent is given the subcontractor is appointed by a written contract in respect of the Personal Data which is on substantially the same terms as this Agreement and which is directly enforceable by the British Council;
- 10.4.3. transfer any of the Personal Data from within the European Economic Area to outside the European Economic Area without the prior written consent of the British Council, and where the British Council consents to such processing, the Supplier shall enter into a data transfer agreement with the British Council relating to such transfer, including the standard clauses approved for the purposes of Directive 95/46/EC for the transfer of personal data to processors or data controllers (as applicable) in third countries that do not ensure an adequate level of protection, as set out in Annex to Commission Decision 2010/87/EU (for transfers to processors) or Commission Decision 2004/915/EC (for transfers to data controllers) and comply with any reasonable instructions and requirements notified by the British Council to the Supplier; or
- 10.4.4. perform its obligations under this Agreement in such a way as to cause the British Council to breach any of its applicable obligations under the EC Regulation 2016/679 of the European Parliament and Council, or any other applicable legislation.

10.5. The Contractor shall:

- 10.5.1. take reasonable steps to ensure the reliability of its employees or agents with access to the Personal Data and to ensure they have an appropriate level of competency in handling personal data;
- 10.5.2. ensure that all of its employees or agents with access to the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 16;
- 10.5.3. implement appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against its accidental destruction, damage or loss, having regard to the state of technological development and the cost of implementing any measures, and the measures must ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data;
- 10.5.4. provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the British Council); and
- 10.5.5. co-operate with the British Council in monitoring compliance with this clause and allow British Council on reasonable notice to inspect its facilities for the purpose of ascertaining compliance.

10.6. The Contractor shall:

- 10.6.1. immediately notify the British Council if it becomes aware of any complaint, notice or subject access request in respect of the Personal Data;
- 10.6.2. promptly provide the British Council with any information it reasonably requires to meet a subject access request or to respond to an enquiry or investigation by the relevant data protection regulator; and
- 10.6.3. comply with any reasonable instruction of the British Council to achieve compliance with the directions of the relevant data protection regulator.

- 10.7. On termination or expiry of this Agreement, the Contractor shall stop processing the Personal Data and return and/or destroy it at the request of the British Council.
- 10.8. The Contractor shall indemnify the British Council against all penalties and claims, including damages, costs and expenses, arising from a breach by the Contractor of her data protection obligations under this Agreement.
- 10.9. The Contractor shall:
 - 10.9.1. take reasonable precautions to preserve the integrity of any data which she processes and to prevent any corruption or loss of such data;
 - 10.9.2. make a backup copy of such data regularly and record the copy on media from which the data can be reloaded if there is any corruption or loss of the data; and
- 10.10. In such event and if attributable to any default by the Contractor, promptly restore the data at her own expense or, at the British Council's option, promptly reimburse the British Council for any reasonable expenses it incurs in having the data restored by a third party.

11. General

- 11.1. Subject to clause 4 no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 11.2. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 11.3. Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.
- 11.4. This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of The Contracts (Rights of Third Parties) Act 1999).
- 11.5. Notice given under this Agreement shall be in writing, sent for the attention of the person, and to the address, given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered either personally, by courier, by pre-paid, first-class post or by recorded delivery. A notice is deemed to have been received: if delivered personally, at the time of delivery; in the case of pre-paid first class post, recorded delivery or courier, 48 hours from the date of posting. If deemed receipt under this clause is not within working hours, the notice will be deemed to be received at the commencement of normal working hours on the first working day following delivery. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 11.6. The Recipient undertakes and warrants that neither it nor the Recipient's staff, employees or sub- contractors have offered, given or agreed to give, nor shall offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do
- 11.7. anything in relation to the obtaining of this Agreement or the execution of the Recipient's obligations under this Agreement or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Agreement.

ANNEX 3

DECLARATION

I, the undersigned

have read, fully understood, and accepted, the Agreement between myself and the British Council

dated in particular

Section 3 on Financing the Action.

It has been explained to me that I am liable to refund any money I have received but do not deserve under the conditions of the scholarship under the Agreement, and I understand that if I breach the conditions I may be taken to court and held liable for the money I must return, as well as all legal costs incurred.

Signed

Date

AUTHORISATION FOR THE DIRECT PAYMENT OF TUITION FEE

I, the undersigned

authorise British Council Cyprus to:

- a) make direct payment on my behalf of the tuition fee **XXXXXXX Euro**
to **XXXX UNIVERSITY**
which is the institution of my choosing to be paid for by the British Council in accordance with the terms between us for the scholarship/grant.

- b) request and receive any information, details, invoice or receipts of tuition fees from the said higher education institution as is necessary to enable and facilitate them in paying tuition fees on my behalf.

Signed

Date

Initials for the British Council

Initials for the Recipient

GRANT AMOUNT AND PAYMENT METHOD

FOR LONG TERM SCHOLARS		
GRANT DISBURSEMENT		PAYMENT PLAN
Tuition Fee	Maximum 10,000 Euro (for one academic year)	Actual amount to be paid directly to the host institution on receipt of an invoice.
Living Allowance	9,000 Euro for Group 1 countries 8,000 Euro for Group 2 countries 7,000 Euro for Group 3 countries	70% to be paid to the scholar as 1st instalment within 30 days from the contract signature date. 30% to be paid to the scholar as 2nd and final instalment upon completion of the course and completing the online Final Report form at https://apply.abburs.eu
Travel Allowance	800 Euro for countries in all 3 groups with the exception of the Republic of Cyprus	To be paid directly to the scholar within 30 days from the contract signature date.