

# IGSSE Scholarship Contract

Technische Universität München,  
represented by the President,

acting for her  
International Graduate School of Science and Engineering (IGSSE)  
Boltzmannstraße 17  
85748 Garching

(hereinafter referred to as "TUM")

and

.....  
(hereinafter referred to as "scholarship holder")

Private address of scholarship holder

Street, no: .....

Postcode, city: .....

enter into the following scholarship contract:

## Recitals

Subject-matter of this contract shall be a doctoral scholarship to be awarded by TUM. This doctoral scholarship is intended to support doctoral researchers.

Unless otherwise provided for in this Contract, the *Richtlinien der Technischen Universität München zur Vergabe von Graduiertenstipendien aus Spenden oder sonstigen Drittmitteln* [TUM Regulations for the Award of Doctoral Grants from Donations or Other Third Party Funds] shall apply.

### **Art. 1 Doctoral scholarship term**

The doctoral scholarship will be granted for the period from ..... until .....

### **Art. 2 Purpose of the doctoral scholarship**

The purpose of the doctoral scholarship is to enable the scholarship holder to devote his/her major effort to exploring issues related to his/her research activity. The doctoral scholarship is neither a remuneration within the meaning of § 611 Abs. 1 BGB [Art. 611 (1) of the German Civil Code] nor a salary within the meaning of § 14 SGB IV [Art. 14 of the German Social Code IV]. The doctoral scholarship is awarded to finance reasonable material costs and travel expenses necessary to conduct scholarly activities, if not covered by TUM separately, and to provide funds to cover living expenses and insurance coverage for sickness, liability and accident to be taken out by the scholarship holder himself/herself.

### **Art. 3 Doctoral scholarship; Payment**

The doctoral scholarship will amount to EUR 2,000.00 per month. This amount will be paid by TUM to the following account:

Account holder: .....

IBAN: .....

BIC: .....

Bank: .....

### **Art. 4 Supervision**

First supervisor at TUM is .....

A supervision agreement has to be completed separately.

### **Art. 5 Type and location of scholarly activities**

1. The scholarship holder will be free to determine the type, location and time scale of his/her scholarly activities.
2. If and when required by the scholarship holder to conduct his/her scholarly activities, TUM, upon prior agreement and in compliance with TUM policy, shall make its facilities available to the scholarship holder free of charge, including, but not limited to a work station and technical equipment. The scholarship holder will not be obligated to use such equipment.
3. The doctoral scholarship does neither give rise to an obligation for TUM to employ the scholarship holder or for the scholarship holder to work for TUM nor a right of direction and control over the scholarship holder on the part of TUM.

### **Art. 6 Termination for cause; Rescission**

This contract may be terminated for cause with immediate effect. Good cause shall include, but not be limited to, cases where the award of the doctoral scholarship is based on incorrect or incomplete data provided by the scholarship holder. The right of rescission shall remain unaffected.

### **Art. 7 Liability**

1. The scholarship holder shall be liable, according to the statutory regulations, for any damage caused to TUM and/or members of TUM as a result of his/her culpable act or omission by the scholarship holder.
2. TUM's liability towards the scholarship holder will be restricted to damage arising from wilful or grossly negligent acts or omissions that are attributable to TUM. This shall not apply to damage arising out of injury to life, body, or health, or malicious conduct.

### **Art. 8 Special provisions**

1. The scholarship holder assures that for the funded project no other funding was or will be applied for or granted.
2. Any excess payments made during the term of the doctoral scholarship, including, but not limited to payments resulting from failure to notify a change or late notification of a change in eligibility requirements, shall, upon TUM's request, be paid back to TUM within four weeks.
3. TUM reserves the right to revoke the grant in whole or in part and to assert a claim for repayment if the requirements for funding are no longer met. In particular, this option exists if the scholarship holder does not complete the qualification program or changes graduate center membership.

### **Art. 9 Miscellaneous**

1. After termination of this contract, the scholarship holder, without special request, shall return any documentation and other material provided to the scholarship holder by TUM.
2. Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions.
3. Any alterations, modifications, or amendments to this contract must be in writing. This shall also apply to a waiver of the written form requirement.
4. This contract will be governed exclusively by the laws of the Federal Republic of Germany, without regard to conflict of law provisions of international private law. Exclusive venue shall be Munich, Germany.

Location, date .....

.....  
Scholarship holder

.....  
IGSSE (Deputy) Managing Director