

General Terms and Conditions for the application for and participation in the CIRSE Fellowship Grant Programme

These General Terms and Conditions ("GTC") govern and shall form the legal agreement ("**Contract**") between the CIRSE Foundation, a non-profit organisation incorporated under the laws of Switzerland (CHE-110.205.900) with a registered address in Tödistrasse 53, 8002 Zürich, and an administrative office in Neutorgasse 9, 1010 Vienna, (hereinafter referred to as "**Organiser**") and the beneficiary of the CIRSE Fellowship Grant (hereinafter referred to as "**Grant**" and "**Grant Recipient**")

1. Scope

- 1.1 These GTC exclusively govern the application for and administration of the Grant. The details of the CIRSE Fellowship Grant Programme can be found on the CIRSE website www.cirse.org ("**Website**").
- 1.2 The Grant shall consist of a €3,000 funding, provided by the Organiser to the Grant Recipient in order to support a one-month stay at a European centre outside their country of residence, where they can train or experience new procedures ("**Hosting Institution**").
- 1.3 The Grant shall be used to cover travel expenses, housing and other indirect costs during the Fellowship.
- 1.4 A total of 20 Grants will be available per funding cycle. The exact start and end date of each funding cycle will be published on the Website.
- 1.5 Due to varying European legislations, the one-month stay at the Hosting Institution will most likely be an observership, depending on the arrangement between Grant Recipient and the Hosting Institution. The Organiser does not take any responsibility for the arrangements made between the Grant Recipient and Hosting Institution.
- 1.6 Any contractual or legal declarations of the Grant Recipient deviating from these GTC shall not be part of the Contract between the Organiser and the Grant Recipient, even if the Organiser does not expressly object to them.

2. Application process

- 2.1 Applications for the Grant can only be made if a corresponding MyCirse user account is created prior by the interested person ("Applicant"). The creation of such a user account is possible via <https://login.cirse.org/login>.
- 2.2 The application for the Grant has to be made electronically by completion of the respective application form on the official Fellowship Grant Website by using MyCirse login.
- 2.3 The Applicant must be a CIRSE member in good standing in order to be eligible for the Grant.

- 2.4 An Applicant can only submit one application for a Grant per funding cycle. In case of multiple applications submitted, these shall be disqualified and not forwarded for review.
- 2.5 The Applicant must provide the following information/documents in the application process:
- Personal information and contact details
 - Additional information on scientific publishing and presentations, congress participation and certifications
 - Covering letter outlining inter alia the motivation, learning objectives, reasons for choosing the Hosting Institution etc.
 - Letter of recommendation from the Head of the Department where the applicant is currently working
 - Letter from the Hosting Institution, confirming the visit, the duration of the stay and an outline of the training offered
 - Budget outlining how the Fellowship Grant will be spent
 - Curriculum vitae
- 2.6 All applications will be checked for completeness by a dedicated team in the CIRSE Office. Incomplete applications will be sent back to the Applicant without review.
- 2.7 All complete applications will be collected and forwarded in a bundle once per month to the Review Board, which will review them following a scoring scheme. The Review Board will select the best applications and award the available Grants.
- 2.8 The decision of the Review Board is final and cannot be challenged by unsuccessful applicants by legal means.
- 2.9 The Review Board aims to take decisions about the acceptance/rejection of an application within eight weeks. In case the candidate is notified later than eight weeks after submission of the application, this does not give rise to any claims by the candidate. All arrangements with Hosting Institutions shall be planned earliest ten to twelve weeks after the submission date of the application.
- 2.10 The Contract between the Organiser and the Grant Recipient shall be deemed concluded upon the Organiser's notification and the Grant Recipients' confirmation that he/she accepts the Grant.
- 2.11 Successful Grant Recipients may reapply for the CIRSE Fellowship Grant Programme if at least one full funding cycle lies between the completion of the first stay funded by the Grant and the subsequent application.

3. Obligations of the Applicant / Grant Recipient

- 3.1 Prior to submitting the application, the Applicant must:
- Chose a Hosting Institution and make all necessary arrangements directly with this institution (i.e. duration of stay, educational goals, supervisor/tutor etc.).

- b. Make all necessary arrangements with the institution where the Applicant is currently working.
- 3.2 Once the receipt of the Grant has been confirmed by the Organiser and communicated to the Grant Recipient, the latter must:
 - a. Confirm to the Organiser within 10 working days that he/she accepts the Grant.
 - b. Provide his/her bank account details for transfer of the Grant to the Organiser.
 - c. Make all necessary arrangements regarding travel, housing and other administrative steps depending on the country.
 - d. Finalise all arrangements with the Hosting Institution.
- 3.3 Upon completion of the Fellowship Grant Programme (stay at the Hosting Institution), the Grant Recipient must provide a written report ("Final Report") of the stay at the Hosting Institution within eight weeks of completion of the Fellowship Grant and submit it to the Organiser via email.
- 3.4 The Final Report shall review the experience at the Hosting Institution, outline educational objectives, actual achievements and experiences with the team and colleagues and provide any further information deemed useful for future Grant Recipients. The Final Report shall include photographs from the stay but not contain any confidential information.
- 3.5 The Organiser has the right to publish the Final Report or parts thereof.
- 3.6 The total duration of the Grant Recipient's stay at the Hosting Institution may exceed one month, depending on the arrangements made between the Grant Recipient and the Hosting Institution. The financial support provided through the Grant does not change with an extended stay. However, the duration of stay must not be shorter than one month.

4. Obligations of the Organiser

- 4.1 The Organiser will set up and manage the electronic application process and review of applications.
- 4.2 Upon decision by the Review Board and confirmation by the Grant Recipient, the Organiser will transfer €2,500 of the Grant to the Grant Recipient via electronic bank transfer within ten working days.
- 4.3 Upon receipt of the complete Final Report by the CIRSE Office, the Organiser will transfer the remaining €500 of the Grant to the Grant Recipient via electronic bank transfer within ten working days. If the Final Report does not comply with the requirements of point 3.2, the CIRSE Office may request a revision of the report before the bank transfer is made.
- 4.4 The Organiser does not take any responsibility for the arrangements made between the Grant Recipient and the Hosting Institution.

4.5 The Organiser does not take any responsibility for the education or experience offered by the Hosting Institution to the Grant Recipient, in line with the applicable national regulations.

5. Cancellation of the stay by the Grant Recipient

- 5.1 If the Grant Recipient cancels or interrupts the stay at the Hosting Institution after acceptance of the Grant, he must inform the Organiser in writing at his earliest convenience.
- 5.2 Effects of withdrawal: If the Grant Recipient withdraws from this Contract before the beginning of his stay at the Hosting Institution, he/she shall reimburse all payments received from the Organiser, without undue delay and in any event not later than 14 days from the day on which the Organiser is informed about the Grant Recipient's decision to withdraw from this Contract. The Grant Recipient will carry out such reimbursement using the same means of payment as the Participant used for the initial transaction, unless the Organiser has expressly agreed otherwise; in any event, the Organiser will not incur any fees as a result of such reimbursement.
- 5.3 If the Grant Recipient withdraws from this Contract after he/she has already started his/her stay at the Hosting Institution and received parts of the Grant, the Grant Recipient shall reimburse the Organiser an amount which is in proportion to what has been provided until the Grant Recipient has communicated to the Organiser their withdrawal from this Contract, in comparison with the full Grant.

6. Further provisions

- 6.1 The Organiser has the right at any time to revise the format, application criteria, available funding and requested duration of the Fellowship Programme if the Organiser considers such amendments appropriate, in particular due to changed circumstances or other factual changes which could not be expected at the time the application period for the Grant started. Any change in the format, length or Grant amount does not entitle the Grant Recipient to request refund or nor to put forward a claim to damages incurred thereby.
- 6.2 The Grant Recipient is asked to purchase his or her own health and travel insurance. The Organiser recommends insurance with "*Europäische Reiseversicherung*", www.europaeische.at. The Organiser will not assume any liability in this regard.

7. Certificate

Grant Recipients will receive an official certificate upon completion of the stay at the Hosting Institution and submission of the final report.

8. Limitation of liability

- 8.1 The Organiser shall not be liable for any loss or damage which is suffered as a result of wilful misconduct or gross negligence by the Organiser. The foregoing exclusions and limitations of liability shall apply to the same extent in favour of Organiser's executive bodies, legal representatives, employees and other vicarious agents. The foregoing exclusions and limitations of liability shall not apply in case of damages resulting from injury to life, body and health.
- 8.2 The Organiser shall not be liable for any loss or damage which is suffered by the Grant Recipient as a result of force majeure.
- 8.3 The Organiser shall not be liable for any loss or damages which is suffered by the Grant Recipient at during his stay at the Hosting Institution.
- 8.4 The Organiser shall neither be liable for the agreement between the Grant Recipient and the Hosting Institution, nor for the execution thereof.

9. Data protection

Information on data protection can be found in our *Information in accordance with Article 13 GDPR/ General CIRSE Data use terms and conditions* which can be found at <https://www.cirse.org/data-protection>

10. Applicable law/Jurisdiction

- 10.1. Any contractual relationship with the Organiser shall be subject to Austrian law with the exception of the Vienna Convention on the International Sale of Goods (UNCITRAL).
- 10.2. The place of venue, fulfilment and jurisdiction shall be 1010 Vienna. The Organiser shall be entitled to pursue any claim before the courts of law competent for the Grant Recipient's domicile or general residence.
- 10.3. Should any provision of this GTC become entirely or partially ineffective, this shall not affect the effectiveness or enforceability of the remaining GTC. The provision that has become entirely or partially ineffective shall be replaced by a new provision, the contents, meaning and purpose of which conform as far as possible economically and legally to those of the ineffective provision.
- 10.4. The version of the GTC valid at the time of conclusion of the Contract shall be deemed agreed.