

## STANDARD TERMS AND CONDITIONS FOR ENTITLEMENT TO SCHOLARSHIP

### The Language Assistant Programme

#### Appendix A

#### 1. Definitions

In this document, the following terms shall have the following meaning:

«**Award Letter**»: The administrative decision made by HK-dir regarding provision of financial support to the Language Assistant, to which these Terms and Conditions are attached.

«**Host School**»: The Norwegian lower/upper secondary school where the Language Assistant has been allocated a placement for the school year set out in the Award Letter.

«**Language Assistant**»: The master student named in the Award Letter.

«**Preparatory Course**»: A preparatory course which may be arranged virtually upon the Language Assistant's arrival.

«**Scholarship**»: The financial support awarded the Language Assistant in the Award Letter.

«**HK-dir**»: Norwegian Directorate for Higher Education and Skills ([www.hkdir.no](http://www.hkdir.no)).

«**Supervisor**»: The pedagogic staff member appointed by the Host School to supervise the Language Assistant during his/her placement with the Host School.

#### 2. Conditions for entitlement to the Scholarship

The Language Assistant's entitlement to the Scholarship is conditional upon him/her meeting the following conditions:

- a) Attendance at the Preparatory Course and the Evaluation Course if arranged.
- b) Due fulfilment of the obligations set out in Article 3 herein.

Upon breach of these conditions, HK-dir may decide to stop payment of the Scholarship in accordance with Article 9.

#### 3. Obligations of the Language Assistant

During his/her placement with the Host School, the Language Assistant shall meet the following obligations:

- a) Comply with the applicable rules, regulations and policies at the Host School, and refrain from improper and/or unlawful conduct on the premises of the Host School.
- b) Carry out reasonable preparations for and ensure timely arrival at all classes and other meetings scheduled during his/her placement at the Host School; and
- c) Follow all reasonable instructions given by the Supervisor and/or other staff members at the Host School regarding pedagogic and administrative matters (incl. reporting to HK-dir).

In addition, the Language Assistant shall inform HK-dir without undue delay if his/her arrival to Norway will be delayed/cancelled.

#### 4. Limits on working hours for Language Assistants

The language assistant is required to teach 12 hours per week, plus necessary preparation/revision.

The above limit may be exceeded if the Language Assistant consents in writing and is remunerated in accordance with the Host Schools' ordinary remuneration rates for substitute teachers (*vikar*). The Host School is responsible for ensuring that the terms of such employment are in accordance with applicable laws and regulations.

#### 5. The Scholarship

The Scholarship provided by HK-dir is intended to cover the Language Assistant's living costs during his/her placement at the Host School (incl. accommodation). The Scholarship will be paid to the Language Assistant in accordance with Article 6.

The Scholarship awarded the Language Assistant is limited to the amounts set out in the table below:

Portion	Amount (NOK)
Travel scholarship (to Norway) *	1 500
Monthly scholarships (Sept. – May) **	15 000
Travel scholarship (return journey) *	1 500
<b>Total</b>	<b>138 000</b>

\* Does not apply to French Language Assistants.

\*\* The monthly scholarships are comprised of a living cost component of NOK 9 000 and an accommodation cost component of NOK 6 000.

HK-dir reserves the right to adjust the Scholarship during the Language Assistant's placement insofar as this is deemed necessary to accommodate instructions from the Ministry of Education and Research. The Language Assistant will be informed well in advance if any such adjustments are made. The right to the Scholarship is a personal right for the Language Assistant and may not be transferred.

#### 6. Payment of the Scholarship

The Scholarship will be paid out to the Language Assistant's designated bank account in accordance with the following tentative schedule:

Portion	Tentative payment date
Travel scholarship (to Norway)	15 August
Scholarship September	15 August
Scholarship October	15 August
Scholarship November	15 October
Scholarship December	15 November
Scholarship January	15 December
Scholarship February	15 January
Scholarship March	15 February
Scholarship April	15 March
Scholarship May	15 April
Travel scholarship (return journey)	15 April

### **7. Tax, health care and insurance**

The Language Assistant is personally responsible for any tax liabilities arising due to his/her receipt of the Scholarship, whether in Norway or abroad.

The Language Assistant must himself/herself effect such insurance arrangements as he/she deem appropriate during his/her stay in Norway.

The Language Assistant will have access to the Norwegian health care system in accordance with the at any time applicable rules concerning foreign citizens' access to the said system.

### **8. Reduction of the Scholarship**

The Language Assistant is obliged to inform HK-dir insofar he/she receives any other financial support from the Norwegian state.

To the extent such alternative support is aimed at covering the same costs as the Scholarship, HK-dir may make a proportionate reduction of the Scholarship. Such reduction will not affect the Language Assistants obligations under these Terms and Conditions.

### **9. HK-DIR's right to stop payment of the Scholarship**

HK-dir may partly or wholly effect a stop in the payment of the Scholarship in the following circumstances:

If the Language Assistant fails to arrive in Norway and attend the Preparatory Course in accordance with Article 2 (a), HK-dir may stop further payments of the Scholarship until the Language Assistant has arrived in Norway and the Host School has confirmed his/her arrival at the Host School. This does not apply if the Language Assistant has received a prior written approval of absence from HK-dir/the Host School.

If the Language Assistant is in breach of his/her obligations under Article 3, letters (a) to (c) in such a manner that it results in the Host School electing to terminate the placement before 31 May in the relevant school year, HK-dir may stop further payments of the Scholarship from the date of termination by the Host School. The Host School's decision will be regarded final by HK-dir.

If any rules, regulations, policies, or instructions given by the Host School or any public authority, as a result of the Covid-19 pandemic, hinders the Language Assistant to arrive in Norway and/or physically attend any classes at the Host School, the Language Assistant is expected to participate in the tuition digitally, if the situation prevents the Language Assistant to participate physically. Should the extra-ordinary situation continue, HK-dir will cancel the scholarship if the hinderance significantly affects the expected results of the placement, e.g., if the Language assistant only can participate digitally. If the scholarship is to be cancelled, the Language Assistant will receive a one-

month notice and be paid the scholarship for the following month. During this one-month period the Language

Assistant is obliged to perform his/her obligations in accordance with article 3.

### **10. Obligation to repay Scholarship funds**

If the Language Assistant for any reason fails to arrive in Norway and commence his/her placement with the Host School, he/she shall immediately return to HK-dir any Scholarship funds he/she has received.

### **11. Reporting to HK-dir**

The Language Assistant will receive a survey which serves as an interim report to be submitted to HK-dir latest within 31 January. The status report shall provide a brief account of the work that the Language Assistants have performed (incl. substitution teaching, if any), and describe the nature and content of any sharing arrangements entered into in accordance with Article 6. The status report will upon receipt be forwarded to the Facilitator for its evaluation and comments.

The Language Assistant will further receive a survey which serves as a final report to be submitted to HK-dir latest within 31 May. The final report shall provide a brief evaluation of how the placement has worked throughout the school year and highlight any perceived potential for improvement. Upon receipt, HK-dir will forward a copy of the final report to the Facilitator.

### **12. Administrative procedures, complaints, etc.**

Decisions regarding stop/reduction of payment of the Scholarship are «individual decisions» (*enkeltvedtak*) and may be appealed in accordance with the Norwegian Public Administration Act 1967, cf. Sections 2 and 28. Further information on the right to complain will be provided if any such decisions are made.

Decisions regarding stop/reduction of payment of the Scholarship may be made without prior notification to the Language Assistant, cf. Section 16, third paragraph, letter a).

### **13. Limitation of liability**

HK-dir's liability vis-a-vis the Language Assistant is strictly limited to payment of the Scholarships on the terms and conditions set out herein.

The Language Assistant is personally responsible for adhering to Norwegian laws and regulations, and for any liabilities he/she might incur during his/her stay in Norway (whether by tort, contract or otherwise).

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