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Guidelines for the granting of the Hamburg Corona Emergency Loan for students

(Valid from 15.04.2020)

1. Purpose of the Corona Emergency Loan

Studierendenwerk Hamburg helps needy students on behalf of and in coordination with the Behörde für Wissenschaft, Forschung und Gleichstellung (BWFG). Students of the universities mentioned under point 3, who have got into financial difficulties through no fault of their own as a result of the Corona pandemic, should be supported quickly and unbureaucratically by the granting of loans. The granting of loans is intended to contribute to the bridging of the basic needs that are necessary to secure the student's existence. For this purpose, Studierendenwerk Hamburg offers students the opportunity to apply for funds from the Corona Emergency Fund in the form of an interest-free loan for the months of April, May and June 2020.

2. Granting conditions

There is no legal claim to the granting of the emergency loan. Decisions on applications will be made on the basis of the available funds, in the chronological order in which applications are received per application month and according to dutiful discretion.

As a rule, students who cumulatively meet the following requirements at the time of application, are considered financially needy:

- neediness due to loss of income because of to loss of job or suspension of employment and/or loss of self-employment and/or loss of parental maintenance payments due to the Corona pandemic
- no income or no income sufficient for current subsistence and financial hardship
- no or insufficient receipt of financial support from third parties
- no other assets available for subsistence
- no simultaneous application for and/or receipt of financial assistance from another body providing emergency aid.

(E)

3. Eligibility to apply

Only students are eligible to apply, who

- - are enrolled at one of the Hamburg universities*¹⁾ listed below

*¹⁾ Students of the following Hamburg universities who are properly enrolled can be supported by the Corona emergency loan:

- Universität Hamburg
- Hochschule für Angewandte Wissenschaften Hamburg
- Hafencity Universität
- Hochschule für bildende Künste Hamburg
- Hochschule für Musik und Theater Hamburg
- Technische Universität Hamburg
- Ev. Hochschule für Soziale Arbeit und Diakonie

- Berufsakademie Hamburg
- HFH Hamburger Fern-Hochschule*²⁾
- Europäische Fernhochschule Hamburg*²⁾
- MSH Medical School Hamburg
- HSBA Hamburg School of Business Administration
- Bucerius Law School
- EBC Hochschule
- NBS Northern Business School
- Brand University, Hochschule für Design und Kommunikation
- Kühne Logistics University

*²⁾ enrolled students of the two distance learning universities are entitled to apply if an official document proves residence in Hamburg.

4. Scope of services

The Corona Emergency Loan can be applied for by any eligible student for a fixed amount of EUR 400.00 (in words: four hundred euros) in April, May and June 2020 for the respective month. If the requirements are met, a student can file a maximum of three applications and receive up to EURO 1,200.00 (in words: one thousand two hundred euros) from Studierendenwerk. The benefits are granted as an interest-free loan and must be repaid. In order to secure the claims, loan agreements are concluded between Studierendenwerk and the student, which contain regulations about the payment and repayment modalities. A separate loan agreement is concluded for each month. The conclusion of the contract takes place through an offer by the student as well as a written confirmation of acceptance and payment by Studierendenwerk according to paragraph 6.1. of these guidelines.

(E)

5. Application procedure

The application for a loan from the Corona Emergency Fund must be submitted in the prescribed form by e-mail. The documents must be complete and auditable. Applications sent by post or incomplete applications and illegible documents cannot be processed and will be rejected!

The application for an emergency loan can only be submitted separately from the first to the last calendar day of a month for the specific month of receipt April, May or June 2020. This means that applications that are received by Studierendenwerk from 01.04. to 30.04.2020 inclusive are for the month of April 2020, applications from 01.05. to 31.05.2020 are for May 2020 and applications from 01.06. to 30.06.2020 are for June 2020. Only the updated forms of the master data sheet and the offer to conclude a loan agreement for the respective month of May and June 2020 are to be used for the application. Applications received in the following month for a previous month (e.g. applications received in May 2020 for April 2020) will not be considered or rejected.

5.1 Forms

On the website of Studierendenwerk https://www.studierendenwerk-hamburg.de/studierendenwerk/en/unternehmen/Corona_virus/corona_general_info_and_faq.php the following forms shall be available each month for the submission of applications in that month:

5.1.1 In **April 2020**, the form "**April 2020 - First application**".

5.1.2 For **May 2020**, a form "May 2020 - First Application" and a form "May 2020 - Follow-up Application" are available.

The form "**May 2020 - First Application**" is to be used if the student applies for a loan for the first time in May 2020 or if an application for April 2020 was rejected and a new application is to be submitted for May 2020.

The form "**May 2020 - Follow-up Application**" is to be used if a loan has already been granted for April 2020. Using this form will ensure that, if a loan is granted for May 2020, the instalments will follow the last instalment of the loan from April 2020.

(E)

- 5.1.3** For **June 2020**, the forms "June 2020 - First application", "June 2020 - Follow-up application for April 2020", "June 2020 - Follow-up application for May 2020" and "June 2020 - Follow-up application for April and May 2020" are available.

The form "**June 2020 - First Application**" is to be used if the student applies for a loan for the first time in June 2020 or if applications for April/May 2020 were rejected and a new application is to be submitted for June 2020.

The form "**June 2020 - Follow-up Application for April 2020**" is to be used if the student has already been granted a loan for April 2020 - but not for May 2020. Using this form will ensure that, if a loan is granted for June 2020, the instalment payments will follow the last instalment payment of the loan from April 2020.

The form "**June 2020 - Follow-up application for May 2020**" is to be used if the student has already been granted a loan for May 2020. Using this form will ensure that, if a loan is granted for June 2020, the instalments will follow the last instalment of the loan from May 2020.

The form "**June 2020 - Follow-up application for April and May 2020**" is to be used if the student has already been granted a loan for April and, following a follow-up application, for May 2020. Using this form will ensure that, if a loan is granted for June 2020, the instalments for June will follow the instalment payment periods for April and the last instalment payment of the loan from May 2020.

- 5.2** Applications that are incomplete and/or illegible will be rejected. An objection is excluded. However, it is possible to submit another complete and correct application in the same month. If an application is rejected because the indigence, e.g. financial hardship within the meaning of this Directive, has not been established, it is not possible to submit a new application in the same month. If the student has submitted an application at the end of a month and it is no longer possible to repeat the application in the current month, a repeat application for this month is not possible. A new application can be submitted for the following month if this is still possible due to the time limit until 30.06.2020.

5.3 The application consists of the following documents:

1. Master data sheet (**A**)
2. personally signed offer to close the Hamburg Corona Emergency Loan (**B**)
3. the following supporting documents must be attached in PDF/JPEG format (legible and not larger than 1 MB per document)
 - Valid identity card (front and back) or passport;

(E)

only students of HFH Hamburger Fern-Hochschule and Europäische Fernhochschule Hamburg, who submit a passport, in addition to the passport: official confirmation of residence in Hamburg

- current certificate of enrolment of the university in Hamburg
- **in case of employment:** proof of termination or suspension of employment by the employer(s) and/or
- **in case of self-employment:** self-declaration of discontinuation of self-employment (written by machine on a laptop/PC: Client(s), type, and scope of activities, which orders have been cancelled and to what extent? With date and personal signature of the student) and/or
- **self-declaration of discontinuation of parental support payments** (written by machine on laptop/PC: Which support payments have been waived, when and to what extent? With date and personal signature of the student)
- Documentation of the financial emergency situation on the basis of the current account balance and account movements (income / expenses on the account statement(s)) of all accounts of the last 6 weeks (sorted chronologically by date)

5.4 Processing information

5.4.1 Master data sheet (A) shall be issued by the student

- electronically (not by hand!) and
- filled in completely (all fields and boxes),
- then saved locally on the laptop, PC or mobile device.

5.4.2 Loan application

In order to secure mutual claims, loan agreements are concluded between Studierendenwerk and the student, which contain regulations on payment and repayment modalities.

For each month for which the complete application documents are submitted by the student, a separate loan agreement is concluded if the requirements are met.

For the application process, the document Offer to close a Hamburg Corona Emergency Loan (B) is

- - to be filled in completely electronically,
- - to be printed out,
- - be dated and signed personally by hand
- - to be scanned or photographed afterwards

(E)

5.4.3. Master data sheet, offer to conclude Hamburg Corona emergency loan, evidence

The master data sheet (A), personally signed offer to close a loan agreement (B), and all required proofs should be sent as an attachment by e-mail to coronanotfalldarlehen@studierendenwerk-hamburg.de. Please refer to the data protection information (C) for the transmission.

5.4.4. Confirmation of receipt / decision on the loan application

Upon receipt of the documents at the above-mentioned e-mail address of Studierendenwerk, the student will first receive a confirmation of receipt and at a later date a decision on the offer to close a loan agreement by e-mail.

6. Loan agreement

6.1. Closing of contract / Revocation

The contract is closed by sending the completed and signed loan application to Studierendenwerk as an offer to close a loan agreement and, after examination and positive determination of the requirements, by the written acceptance of the offer to close a loan agreement by Studierendenwerk. The decision of Studierendenwerk is generated automatically, it is valid without a manual signature and is then sent to the student immediately by e-mail. The sending and receipt of the confirming acceptance e-mail makes the loan application signed by you immediately effective as a loan agreement.

The student has the possibility to revoke this loan agreement within 14 days. By accepting the loan payment, the student waives the right of revocation. For information on the right of revocation, please refer to Information on Revocation of the Loan Contract (D) as ANNEX 2 to these guidelines.

The loan contract contains regulations on disbursement and repayment procedures.

A separate loan contract is closed for each month, for which the complete application documents are submitted.

The amount of the emergency loan will be paid within 2 weeks after acceptance of the application by Studierendenwerk to the bank account indicated by the student.

The payment can only be made to a domestic account.

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6.2. Interest-free granting

Corona Emergency Loans are granted interest-free, with the exception of late repayment (see point 6.5 below).

6.3. Duration/repayment of Emergency Loan

The maximum duration of the individual loan should be 35 months. The repayment of each loan is made in accordance with the arrangements laid down in the relevant loan agreement and begins at the earliest 12 months after the end of the month for which the loan was granted, regardless of whether the loan was disbursed in the month of application or whether it was disbursed in the following month. (Example: If the loan was confirmed for April 2020, but disbursement was not made until the following month of May 2020, repayment will start in May 2021 at the earliest). Insofar as the financial circumstances permit, the applicant is requested to repay the loan at an earlier date.

Repayment by instalments is agreed in the loan agreement. The instalment per month is EURO 50.00 (in words: fifty euros) spread over 8 (eight) months and is to be paid on the 3rd working day of each month to Studierendewerk Hamburg to the following account:

Studierendewerk Hamburg

Account number 1238125007 at the Hamburger Sparkasse

IBAN: DE97 2005 0550 1238 1250 07

BIC: HASPADEHHXXX

Reason for sending the money: *(please indicate your matriculation number for each payment)*

The credit entry on the account of Studierendewerk Hamburg AöR is decisive.
(Please remember to set up a standing order in time).

6.4. Repayment period

The repayment period depends on the contract form used in accordance with Section 5.1 of these guidelines, based on which the loan agreement was closed. The following repayment periods exist:

6.4.1. Repayment for application and granting of loan April 2020

April 2020 - First application:

Starting in May 2021 up to and including December 2021.

6.4.2. Repayment for application and loan granting May 2020

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May 2020 - First application: If the first application is confirmed, the repayment of instalments will start in June 2021 up to and including January 2022.

May 2020 - Follow-up application April 2020: If a loan agreement has been closed based on "May 2020 - Follow-up application for April 2020", the repayment of instalments will start in January 2022 up to and including August 2022.

6.4.3. Repayment for application and granting of loan June 2020:

June 2020 - First application: If a loan agreement has been closed based on a June 2020 - first application, the repayment of instalments will start in July 2021 up to and including February 2022.

June 2020 - Follow-up application for April 2020: If a loan agreement has been closed based on "June 2020 - Follow-up application for April 2020", repayment of the instalments for the loan from June 2020 will start in January 2022 up to and including August 2022.

June 2020 - Follow-up application for May 2020: If a loan agreement was closed based on "June 2020 - Follow-up application for May 2020", the repayment of instalments for the loan from June 2020 will start from February 2022 up to and including September 2022.

June 2020 - Follow-up application for April and May 2020: If a loan agreement has been closed based on "June 2020 - Follow-up application for April and May 2020", the repayment of instalments for the loan from June 2020 will start from September 2022 up to and including April 2023.

Overview of loan repayment periods and durations::

Application(s) and granting of loans for	Repayment first to last instalment of	Duration loan in months
April 2020 - First application	May 2021 until December 2021	21
May 2020 - First application	June 2021 until January 2022	21
May 2020 - Follow-up application for April 2020	January 2022 until August 2022	28
June 2020 - First application	July 2021 until February 2022	21
June 2020 - Follow-up application for April 2020	January 2022 until August 2022	27
June 2020 - Follow-up application for May 2020	February 2022 until September 2022	28
June 2020 - Follow-up application for April and May 2020	September 2022 until April 2023	35

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6.4.4. Early repayments

Irrespective of the instalment payment options available in individual cases in accordance with subsection 5.1. in conjunction with subsection 6.4., the student reserves the right to make extraordinary payments at any time before the due date, which will be offset against the next instalment(s) due.

6.5. Late payment

If the student is in arrears with a repayment instalment, five percentage points above the base interest rate per year will be charged for the amount in arrears for the duration of the arrears. The first reminder is free of charge, for each further reminder EURO 5.00 will be charged as default damage. A processing fee of EURO 25.00 will be charged for determining a new address not communicated to Studierendenwerk.

6.6. Termination and immediate repayment of emergency loan

Studierendenwerk can terminate the loan for good cause at any time without complying with a period of notice, stating the reasons, and make the entire remaining amount still to be repaid due and payable, if

- the student is in arrears with two (successive) instalments due under this loan. An exception is the agreement of a deferral between the contracting parties.
- the student violates essential contractual obligations.
- the student has given incorrect information about circumstances that were decisive for the granting of the loan.

The cancellation must be in writing. If the loan becomes due before the end of the agreed term due to termination by Studierendenwerk, the student must compensate for the resulting damage.

6.7. Deferral

In justified exceptional cases, the student may submit a written application for deferral of the repayment amount. The responsible office in Studierendenwerk decides on the deferral amount.

6.8. Direct debit authorization

The student is obliged to give Studierendenwerk Hamburg a direct debit authorization for the payment of the liabilities.

6.9. Entry into force of the loan agreement

The loan agreement between the student and Studierendenwerk Hamburg is only valid, if the student

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- a) has submitted the required documents completely and correctly; and
- b) fulfils the conditions laid down in the Guidelines for the granting of Hamburg Corona Emergency Loans for students for the purposes of points 2 and 3 of these Guidelines and
- c) the Lender, after positive confirmation of a) and b), has accepted this offer in writing by sending a confirmation by e-mail, and the Borrower has received this confirmation.

6.10. Miscellaneous / Final Provisions / Data Protection

Until the complete repayment of the loan and possible additional claims, the student is obligated to inform Studierendewerk Hamburg of any change of residence, change of postal address/e-mail address or change of account on his/her own initiative.

All changes to the loan agreement must be made in writing. Oral collateral agreements do not apply. The place of performance regarding the loan agreement is the Lender's registered office. Place of jurisdiction is Hamburg. The loan agreement is subject to German law.

With regard to data protection, reference is made to the data protection information (C) in accordance with **ANNEX 1** of these guidelines.

6.11. Annexes to the Loan Agreement

Subject matters of these guidelines, and thus also part of the loan agreement are:

- **ANNEX 1:** Data protection information (C) (Status: 13.04.2020)
- **ANNEX 2:** Revocation information on loan agreement (D) (Status: 13.04.2020)

7. Part of the loan agreement

The granting guidelines with their INVESTMENTS are an integral part of the loan agreement.

The guidelines are issued by Studierendewerk Hamburg, which has coordinated these guidelines with the Behörde für Wissenschaft, Forschung und Gleichstellung (Authority for Science, Research and Equality).

The guidelines for granting the Hamburg Corona Emergency Loan for students apply from 15.04.2020.

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8. Place of performance and jurisdiction

The place of performance for the guidelines is the headquarters of Studierendenwerk Hamburg AöR. Place of jurisdiction is Hamburg. These guidelines are subject to German law.

Hamburg, the 15.04.2020

Jürgen Allemeyer
Managing Director Studierendenwerk Hamburg AöR

non-binding translation - the German version shall apply