



# STUDENTENWERK FRANKFURT (ODER)

## Guidelines for Awarding Hardship Loans

The following guidelines for awarding loans to students in cases of hardship have been laid down in accordance with Section 78 (2) sentence 3 of the Universities Act of the Federal State of Brandenburg dated 28.04.2014 and 01.07.2015. They deal with loans to students in the area covered by the mandate of the Studentenwerk Frankfurt (Oder).

1. Students in the area covered by the mandate of the Studentenwerk Frankfurt (Oder) may apply for a loan in cases of hardship. Such loans are granted to students to enable them to continue pursuing their studies. The director of the Studentenwerk will decide on the amount and term of the interest-free loan after examining the reasons for applying for the loan stated by the applicant. Hardship will be assessed in accordance with the principles laid down in the Federal Student's Assistance Act (BAFöG).

2. Applications for a hardship loan, in which the applicant must clearly state his/her reasons for applying for the loan, must be accompanied by a brief opinion, in writing, drawn up by the Students' Council at the relevant university. Failure to submit an opinion by the Students' Council will mean that a decision on the application cannot be taken.

3. The following special circumstances may be regarded as justifying an application for a hardship loan:

- a) The student loan awarded under the students' loan programme in accordance with the Federal Student's Assistance Act (BAFöG) has been discontinued temporarily for reasons beyond the student's control;
- b) loss of materials and equipment required for studying which is not covered by insurance;
- c) unforeseen expenses due to illness and
- d) other circumstances that are demonstrated to have caused hardship.

4. The **maximum** loan in case of hardship is **500 EUR**. The Studentenwerk will pay the loan to the applicant by bank transfer.

5. The terms for repaying loans vary as stated below, depending on the student's circumstances:

- If hardship is caused by temporary withdrawal of the student loan awarded under the federal students' loan programme for reasons beyond the student's control, the hardship loan must be repaid as soon as the student has received the back payments for the student loan. The hardship loan shall be repaid in a single sum by direct debit.
- If hardship is due to other reasons, repayment of the hardship loan will generally begin three months after the loan has been paid out. The repayment schedule and the date on which repayments begin will be specified on a case-to-case basis when the loan is granted. The loan shall be repaid in monthly instalments of at least 50 EUR.

6. If the borrower is unable to repay an instalment when it is due for reasons beyond his/her control, he/she may submit an application to the Studentenwerk Frankfurt (Oder) requesting that repayment be deferred. The Studentenwerk Frankfurt (Oder) may permit repayments to be deferred once for up to six months. The obligation to repay the loan expires if the borrower dies.

7. The borrower shall inform the Studentenwerk Frankfurt (Oder) in writing immediately of any change of address.

8. The entire loan must be repaid immediately if the borrower

- is excluded from the university,
- terminates his/her studies,

- does not use the loan to pursue his/her studies,
- is in arrears with two repayments or
- fails to notify the Studentenwerk Frankfurt (Oder) immediately of his/her change of address.

In such cases, the amount of the loan which has not yet been repaid will be subject to 6% interest from the date on which it was due.

9. All repayments, which are due on the first of each month, shall be made to the Studentenwerk Frankfurt (Oder) by direct debit as authorised by the borrower.

Any other payments must be paid into the account of the Studentenwerk Frankfurt (Oder) at Sparkasse Oder-Spree, IBAN: DE 70 1705 5050 3400 9626 93, BIC: WELADED1LOS, stating the borrower's name and reference number.

10. The director of the Studentenwerk informs the Administrative Council at regular intervals about the number of hardship loans awarded to students in the area covered by the mandate of the Studentenwerk Frankfurt (Oder).

These guidelines apply as from 01.05.2016.



# STUDENTENWERK FRANKFURT (ODER)

## Guidance

### on how to apply for a hardship loan from the Studentenwerk Frankfurt (Oder)

1. Loans are granted in accordance with the Guidelines for Awarding Hardship Loans issued by the Studentenwerk Frankfurt (Oder). The guidelines can be consulted at the Studentenwerk.
2. Loans will be awarded depending on the financial means available. The applicant must clearly explain why he/she is applying for a hardship loan. **There is no legal right to a loan.**
3. An application for a hardship loan should be made in good time by submitting the appropriate form. The period for which the loan is required, the length of studies and the reasons for applying for a loan must be stated.
4. Applications must be accompanied by proof of registration at the university (Immatrikulationsbescheinigung) which states which semester the student is currently registered for.
5. The application forms can be obtained from the Studentenwerk. The completed forms should be submitted to the Studentenwerk in person during office hours to avoid the need for any subsequent queries regarding the application.
6. The applicant must agree to allow the data submitted in the application to be stored on a computer system. The data will not be passed on to third parties.
7. Further information can be obtained from the Studentenwerk Frankfurt (Oder), Paul-Feldner-Straße 8, 15230 Frankfurt (Oder), telephone: (03 35) 56 50 9 - 39 or 40.

Please complete legibly in block letters.

Client no.: D .....

Reference no.: .....

### Loan Agreement

between the Lender, the Studentenwerk Frankfurt (Oder), Paul-Feldner-Str. 8, 15230 Frankfurt (Oder) and the Borrower

Ms.  Mr.

.....  
first name and surname

date of birth .....

.....  
current address: street

place of birth .....

.....  
postcode / city

The applicant is awarded a loan of € ..... in words: ..... by the Loan Office of the Studentenwerk Frankfurt (Oder).

#### Terms of the loan

- The loan shall be repaid in monthly instalments of € ..... starting on ..... or shall be repaid in a lump sum. Repayments are due on the first day of each month. The instalments or lump sum shall be paid to the Studentenwerk by direct debit. Loans being repaid by monthly instalments may be repaid in full or in part at an earlier date than that specified. Any costs incurred for which the borrower is responsible, such as those for address searches or debt collection procedures, shall be paid by the Borrower as stipulated by the Studentenwerk.
- The Studentenwerk Frankfurt (Oder) may cancel the loan without notice if the Borrower
  - is excluded from the university,
  - terminates her/his studies,
  - does not use the loan to finance her/his studies,
  - is two repayment instalments in arrears or
  - fails to notify the Lender of any change of address immediately.
 Notification shall be given in writing. It is not sufficient to write the new address on a payment slip, for example. P.O. box numbers are not regarded as addresses for the purpose of this Agreement. Any loans cancelled without notice shall be repaid in full immediately.
- The interest on the loan will be 6%, if repayment of the loan is required under the provisions of item 2 above.
- I have received a copy of the current Guidelines for Awarding Hardship Loans which form the basis of this Loan Agreement.
- I took note of the information about data protection according to article 13 DSGVO.
- The Local Court (Amtsgericht) of Frankfurt (Oder) has exclusive jurisdiction in all cases of dispute.

Home address .....  
(Please notify the Studentenwerk Frankfurt (Oder) of any changes immediately.)

Nationality ..... Type of ID ..... Number: .....

Issued by: ..... Issued on: .....

.....  
place / date

.....  
Signature of Lender

.....  
Signature of Borrower

Please complete legibly in block letters.

Client no.: D .....

Reference no.: .....

## Loan Agreement

between the Lender, the Studentenwerk Frankfurt (Oder), Paul-Feldner-Str. 8, 15230 Frankfurt (Oder)  
and the Borrower

Ms.  Mr.

.....  
first name and surname

date of birth .....

.....  
current address: street

place of birth .....

.....  
postcode / city

The applicant is awarded a loan of € ..... in words: ..... by the  
Loan Office of the Studentenwerk Frankfurt (Oder).

### Terms of the loan

1. The loan shall be repaid in monthly instalments of € ..... starting on ..... or shall  
be repaid in a lump sum. Repayments are due on the first day of each month. The instalments or lump sum shall be  
paid to the Studentenwerk by direct debit. Loans being repaid by monthly instalments may be repaid in full or in part at  
an earlier date than that specified. Any costs incurred for which the borrower is responsible, such as those for address  
searches or debt collection procedures, shall be paid by the Borrower as stipulated by the Studentenwerk.

2. The Studentenwerk Frankfurt (Oder) may cancel the loan without notice if the Borrower

- a) is excluded from the university,
- b) terminates her/his studies,
- c) does not use the loan to finance her/his studies,
- d) is two repayment instalments in arrears or
- e) fails to notify the Lender of any change of address immediately.

Notification shall be given in writing. It is not sufficient to write the new address on a payment slip, for example. P.O. box  
numbers are not regarded as addresses for the purpose of this Agreement. Any loans cancelled without notice shall be  
repaid in full immediately.

3. The interest on the loan will be 6%, if repayment of the loan is required under the provisions of item 2 above.

4. I have received a copy of the current Guidelines for Awarding Hardship Loans which form the basis of this Loan  
Agreement.

5. I took note of the information about data protection according to article 13 DSGVO.

6. The Local Court (Amtsgericht) of Frankfurt (Oder) has exclusive jurisdiction in all cases of dispute.

Home address .....

(Please notify the Studentenwerk Frankfurt (Oder) of any changes immediately.)

Nationality ..... Type of ID ..... Number: .....

Issued by: ..... Issued on: .....

.....  
place / date

.....  
Signature of Lender

.....  
Signature of Borrower

## Application for a hardship loan

I hereby apply for a hardship loan of ..... €.

Surname ..... First name .....

Date of birth .....

**Reasons for the application:**

**For information  
only!  
Please use the  
german version!**

**Declaration regarding repayment of the hardship loan:**

.....  
Place / Date

.....  
Signature

Statement to be enclosed with the  
**application for a hardship loan**

Registration number: | | | | | | | | |

Registered at (university): | \_\_\_\_\_ |

Department: | \_\_\_\_\_ |

Date on which course began | \_\_\_\_\_ | Date on which course ends | \_\_\_\_\_ |

Have you applied for a hardship loan on a previous occasion? Yes  No

If so, where? | \_\_\_\_\_ |

Applicant:

name, maiden name

| \_\_\_\_\_ |

date of birth

| . | . | . | . |

place of birth

| \_\_\_\_\_ |

Home address:

street, number

| \_\_\_\_\_ |

c/o

| \_\_\_\_\_ |

zip code

| | | | | | |

city

| \_\_\_\_\_ |

telephone

| \_\_\_\_\_ |

Address during the study

street, number

| \_\_\_\_\_ |

c/o

| \_\_\_\_\_ |

zip code

| | | | | | |

city

| \_\_\_\_\_ |

telephone

| \_\_\_\_\_ |

E-mail: \_\_\_\_\_

Marital status

single

married

widowed

divorced

since

| \_\_\_\_\_ |

Nationality

German

Stateless, entitled to political asylum or recognised refugee

Non-German EU-national

Non-EU national

Details of applicant's bank account

IBAN:

| . . . . . |

BIC:bank code

| . . . . . |

name and location of bank

| \_\_\_\_\_ |

family name and surname off account holder:

| \_\_\_\_\_ |

Signature of account holder .....

Information on income and assets

I hereby declare that:

my monthly income is \_\_\_\_\_ Euro

my bank account balance is \_\_\_\_\_ Euro

Have you applied for a student loan/grant?  Yes  No

If so, when: \_\_\_\_\_

Are you currently receiving a student loan/grant?  Yes  No

Confirmation of registration as a student (Immatrikulationsbescheinigung) for the current semester is attached.

The opinion of the Students' Council is attached.

The Copy of the identity card or passport is attached.

I understand that the personal details disclosed above will be stored on a computer system. The data are protected by the data protection provisions laid down in the Code of Social Law (10).

place, date

| \_\_\_\_\_ |

signature

| \_\_\_\_\_ |

For information only!  
Please use the  
german version!



## Opinion of the Students' Council

The Students' Council of the ..... supports the application for a  
hardship loan submitted by Ms./Mr. ....  
on (date) ..... Registration no. ....

We confirm that the aforementioned student is pursuing her/his studies as required.

The applicant has satisfied the Students' Council that she/he is suffering financial hardship and that the loan will be used to finance her/his studies.

Remarks:

**For information  
only!  
Please use the  
german version!**

.....  
place /date

.....  
stamp / signature of the  
Students' Council





# STUDENTENWERK FRANKFURT (ODER)

## Information to be provided in accordance with Article 13 of the General Data Protection Regulation (GDPR)

The following office is responsible for collecting the data:

Studentenwerk Frankfurt (Oder)  
Paul-Feldner-Straße 8  
15230 Frankfurt (Oder)  
Director: Monique Zweig

The Data Protection Officer of the Studentenwerk, Ms M. Michulitz, can be contacted by e-mail under:  
**[datenschutz@swffo.de](mailto:datenschutz@swffo.de)**.

Your personal data will be collected, processed and stored in Excel lists for the following purposes:  
Hardship loan, legal basis: loan agreement

The data will be forwarded to the following:  
internal rules pertaining to payment and reclamation of the loan apply

Personal data will be stored until fulfilment of the agreement and in accordance with the storage periods set out in current commercial and tax law.

Those concerned have, at all times, the right to information on their personal data stored by the Studentenwerk Frankfurt (Oder) and, if applicable, the right to have such data rectified or erased or to limit the processing of such data as well as the right to object to the processing of such data. Withdrawal of consent will not affect data processed up to the time at which the consent is withdrawn and such data will be subject to the statutory storage periods.

Those concerned may consult the supervisory body with responsibility for the Studentenwerk Frankfurt (Oder) at any time:

Landesbeauftragte für den Datenschutz und für das Recht auf Akteneinsicht Brandenburg  
*(Commissioner of the Land Brandenburg for Data Protection and the Right of Access to Files)*  
Stahnsdorfer Damm 77  
14532 Kleinmachnow

Entitlement to hardship loans, the one-off payment for parents' of newborns and/or exemption from /refunding of the contribution to the Studentenwerk can only be checked if the person concerned is prepared to submit the information required. We are obliged to comply with any regulations pertaining to the transmission of data.

Those concerned will be notified in advance if any of their personal data is to be used for any purposes other than those stated above.