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**Administrative Agreement**

**between**

**THE FUNDAÇÃO PARA A CIÊNCIA E A TECNOLOGIA, I.P. (FCT, I.P.)**

**and**

**THE EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL)**

**CONCERNING**

**ON-THE-JOB TRAINING OF PORTUGUESE TECHNICAL GRADUATES IN TECHNOLOGIES  
AVAILABLE AT EMBL**

2020

The **Fundação para a Ciência e a Tecnologia (FCT, I.P.)**, established at Av. D. Carlos I, 126, 1249-074 Lisbon, Portugal, represented by its President, Prof. Helena Pereira,

on one hand,

and

The **European Molecular Biology Laboratory (EMBL)**, an intergovernmental institution headquartered at Meyerhofstr. 1, 69117 Heidelberg, Germany, represented by its Director General Prof. Edith Heard,

on the other hand,

jointly referred to as parties

### **Considering that**

As a Member State of EMBL, Portugal's objectives include *inter alia* on-the-job training of Portuguese technical graduates in technologies available at EMBL;

Providing training to personnel from the Member States, in particular scientific training, is one of the key EMBL missions;

The mission of FCT, I.P. consists in continuously promoting the advancement of scientific and technological knowledge in Portugal, exploring opportunities that become available in any scientific or technological domain to attain the highest international standards in the creation of knowledge, and to stimulate their diffusion and contribution to improve education, health, environment and the quality of life and well-being of the general public;

The parties want to build on the previous Agreement, signed on 3 August 2017, in order to solidify the collaboration and enable a facilitated exchange of expertise and human resources;

**AGREE AS FOLLOWS**, it being understood that the rights and obligations set out below shall become applicable as well with respect to Portuguese technical graduates training at EMBL from the date of entry into force of this Agreement:

## **Article 1**

### **Scope**

1.1. EMBL shall receive at its facilities, without charging any fees or costs for the placement, a limited number of Portuguese technical graduates (hereinafter referred to as the "Graduates") who, for a limited period of time will, participate in on-the-job training including in the domains of training specified in Article 2.

1.2. Graduates will have at least a bachelor degree or a master degree in an area related to the domains of training as specified in Article 2.

## **Article 2**

### **Domains of training**

2.1. The domains of training shall be those corresponding to the main areas of EMBL's programmes, including: molecular cell biology, genetics, biochemistry, biophysics, bioinformatics, genomics, light and electron microscopy, synchrotron radiation technology and technical workshops. The placement is facilitated when the Graduates' background overlaps the domains of training.

2.2. Graduates will be working solely on projects delegated to them by the EMBL supervisor. They cannot work on non-EMBL projects, nor can any of their work include tasks that would incur costs to EMBL facilities and services unless instructed otherwise by their supervisor.

## **Article 3**

### **Eligibility, application and selection**

3.1. EMBL shall provide FCT, I.P. with information on the places available for the Graduates that can be used for advertising the positions, including, where feasible, the following information:

- Unit and duty station;
- Supervisor name and function;
- Domain of activity and project;
- Required education;
- Knowledge, skills and any special requirements;
- Training opportunity for the Graduates;

3.2. FCT, I.P., taking into account the appropriate grants for internships in international science and technology organizations, shall coordinate a selection panel composed of Portuguese scientific and industry representatives, which shall consider the curricula vitae of the candidates against the domains of training in Article 2, and the availability of places at EMBL and issue a recommendation to EMBL. A wider preliminary pool of several appropriate candidates shall be selected by FCT I.P and suggested to the EMBL Scientific Visitor Programme in order for the EMBL group and team leaders to arrange individual interviews and assess compatibility.

3.3. EMBL, after completion of the interviews between the interested supervisors and each individual candidate, will report back their preferences and estimates to the FCT, I.P..

3.4. The final acceptance of the candidates shall be done by EMBL on the basis of a proposal by FCT, I.P. containing a list with the suitable candidates.

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3.5. EMBL will make reasonable efforts to accommodate candidates in the desired laboratory or facility. However, final placements shall be dependent on mutual interest and are contingent upon the consent by the relevant Group Leaders or Facility/Administration Head. Should a candidate not match the specific project they applied and were selected for, they can be interviewed by other EMBL supervisors and thus be accommodated in a different Unit/Group, if capacity allows. If EMBL considers to accommodate a candidate in a different Unit/Group, EMBL will inform FCT in advance, in order to assess its relevance for the national priorities.

3.6. EMBL reserves the right to impose a limit on Graduates at EMBL at any time, and generally will not be able to place more than 5 Graduates concurrently at any moment.

#### **Article 4 Status at EMBL**

The Graduates will have the status of non-established members of the personnel, in the subcategory of Visitor, and be subject to the EMBL Staff Rules and Staff Regulations. Graduates will be required to sign a visitor contract regulating their individual stay, setting out further terms and conditions.

#### **Article 5 Stay at EMBL**

5.1. Each Graduate may stay at EMBL for a period of up to 12 months. Subject to EMBL's Staff Rules and Regulations and to agreement of the Parties, the Graduate's stay may be extended for a maximum total period of 24 months. This will be decided on a case-by-case basis. The Graduates, for the entire period of their stay at EMBL, shall have a legal link with FCT, I.P..

5.2. During their training period the Graduates shall accomplish the tasks entrusted to them by EMBL, as described in their training description. They shall not solicit or receive any instructions from any sources external to EMBL.

5.3. The Graduates shall comply with EMBL's rules, regulations and policies in force from time to time, including the safety rules and the code of conduct and shall exercise their training under the authority and subject to the instructions of the Director General of EMBL.

5.4. The Graduates shall observe professional discretion concerning all EMBL matters and shall not communicate any document or information that is not publicly available. This obligation shall remain in force for a period of two years after the completion of the training.

5.5. EMBL shall assist the Graduates in obtaining any permits from EMBL's host states (either

in France, Germany, Italy, Spain or United Kingdom) which may be necessary for Graduates' stay at an EMBL duty station (either in Barcelona, Grenoble, Hamburg, Heidelberg, Hinxton or Monterotondo).

5.6. Graduates training at EMBL may acquire prior EMBL association for a subsequent application to the EMBL International PhD programme (EIPP), and therefore any application to the EIPP will be considered in line with the EIPP rules.

5.7. FCT shall inform the Graduates of the provisions of this Agreement and shall ensure their acceptance of the corresponding obligations.

5.8. The Graduates are expected to return to Portugal after completion of their training.

5.9. Should the supervisor not be content with the performance of the Graduate, both Parties will aim to resolve the situation considering the given circumstances. In line with EMBL visitor contracts, this can lead to an early termination of the Graduate's contract with EMBL.

## **Article 6**

### **Funding and travel expenses**

Except as agreed otherwise, FCT, I.P. shall solely be responsible for the funding of the Graduates, including cost of living and accommodation, travel and other expenses, incurred by them. This funding shall be fixed in accordance with the rules of FCT, I.P. and shall be adequate to cover their stay in the local area of EMBL.

## **Article 7**

### **Social insurance, including health insurance**

7.1. FCT, I.P. shall solely be responsible for social security and insurance matters, including medical insurance, of the Graduates. They shall maintain medical and other insurance cover adequate in the country of the EMBL duty station for themselves and accompanying family members, which shall include cover for occupational illness and accidents for the Graduates.

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7.2. FCT, I.P. shall hold EMBL free and harmless from and against any liability in connection with the subject matter of this Article.

## **Article 8 Intellectual Property**

In accordance with EMBL Staff Rule 1 4.02, all rights, whether by way of patents, copyrights or otherwise, resulting from work done by a Graduate in the course of his/her duties shall be vested or assigned to the EMBL. The Graduate shall comply with any formalities prescribed by EMBL, in particular relating to applications for protecting intellectual rights on behalf of EMBL.

## **Article 9 Technical reports and completion certificates**

9.1. The Graduates shall each year prepare a technical report on their training at EMBL. Thereafter, a supervisory committee mandated by FCT, I.P. with at least one EMBL representative as member will meet at EMBL to attend a presentation of the technical reports by the Graduates, who shall be accompanied by their direct supervisor.

9.2. Publication of the technical reports is subject to prior written authorization by EMBL.

9.3. The supervisory committee shall keep a record of the Graduates having successfully completed their training.

9.4. Upon request, EMBL shall provide to the Graduates (i) certificates specifying the duration of the training and mentioning FCT, I.P. as the sponsor and EMBL as the host of the training, a copy of which shall be sent to FCT, I.P., and (ii) training reports, specifying the tasks performed and an overall assessment of the achievements of each Graduate, a copy of which shall be sent to FCT, I.P..

## **Article 10 Contact persons**

The contact persons for the execution of this Agreement will be Luísa Igreja, Science Officer of the International Relations Department for FCT, I.P. and Claudia Martin, Administrator, EICAT External Training, or such successor as each Party may appoint and communicate to the other Party.

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## **Article 11**

### **Entry into force**

This Agreement shall enter into force on the date of its signature by the Parties and shall remain in effect for a term of five years unless and until terminated earlier by joint agreement between the Parties or by one Party giving six (6) months advance notice to the other. Termination shall not diminish any on-going obligations of the Parties, including in particular with respect to committed and/or on-going traineeships. Prior to the expiration of the initial term, both Parties will evaluate feasibility and desirability of renewing or extending the Agreement on to be agreed terms.

## **Article 12**

### **Applicable law and dispute resolution**

12.1. The terms of this Agreement shall be interpreted in accordance with their true meaning and effect and as a consequence of EMBL's status as an intergovernmental institution, independently of national and local law. Provided that if and insofar as this Agreement does not expressly stipulate, or any of its terms is ambiguous or unclear, then in those circumstances only and not in respect of this Agreement as a whole, reference shall be made to German substantive law.

12.2. The Parties shall settle any difference concerning this Agreement amicably and where this is not possible, in accordance with a binding and exclusive arbitration procedure. All disputes arising out of or in connection with the agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Heidelberg (Germany). The language of the arbitration shall be English. The Parties agree that the arbitration shall be conducted as Expedited Proceedings and that Annex 4 of the DIS Arbitration Rules shall apply.

Notwithstanding reference of the dispute to arbitration, the Parties shall continue to perform their obligations under this Agreement.

12.3. Nothing herein shall be interpreted as a waiver of any privileges or immunities accorded to EMBL by its constituent documents or international law.

Done in Lisbon and Heidelberg, on the 30th September 2020.

For the **Fundação para a  
Ciência e a Tecnologia, I.P.**  
(FCT, I.P.)



For the **European  
Molecular Biology  
Laboratory (EMBL)**

Edith Heard  
Director General

