

**Free translation**

**FELLOWSHIP AGREEMENT DRAFT**

**BETWEEN:**

**FIRST CONTRAHENT:** *Centro de Ciências do Mar do Algarve, private non-profit organisation, tax number 506 197 760, with headquarters at Universidade do Algarve, Campus de Gambelas, Edifício 7, 8005-139 Faro, represented by \_\_\_\_\_, holder of the citizen card no. \_\_\_\_\_, document no. \_\_\_\_\_ and \_\_\_\_\_, holder of the citizen card no. \_\_\_\_\_, document no. \_\_\_\_\_, valid until \_\_/\_\_/\_\_, in the capacity of President/Vowel of the Board of Directos, hereinafter referred to as "CCMAR";*

**SECOND CONTRAHENT:** \_\_\_\_\_(name), \_\_\_\_\_(marital status), tax no. \_\_\_\_\_, resident in \_\_\_\_\_, hereafter referred to as "fellowship holder",

*Bearing in mind that the requirements to award the current fellowship are met, within the call with the reference (reference of the call), the process to evaluate and made the final communications to the candidates has terminated and all the requested documentation was received,*

*This Fellowship Agreement, of which Annex I (plan of activities to be developed by the fellowship holder) and Annex II are an integral part, is entered into in good faith and reciprocally accepted:*

**FIRST CLAUSE**

**(Type of fellowship)**

*This research fellowship agreement (hereinafter referred to as the "agreement") is intended to be \_\_\_\_\_ (type of fellowship) awarded by CCMAR to the fellowship holder, within the framework of \_\_\_\_\_, funded by \_\_\_\_\_.*

**SECOND CLAUSE**

***(Applicable law)***

*This agreement shall be governed by the provisions of the following legislation, of which the fellowship holder states to have cognisance and undertakes to observe the provisions set forth :*

- a) Law no. 40/2004, of August 18<sup>th</sup>, amended by Decree-Law no. 202/2012, of August 27<sup>th</sup>, Decree-Law no. 233/2012, of October 29<sup>th</sup>, Law no. 12/2013, of January 29<sup>th</sup>, Decree-Law no. 89/2013, of July 9<sup>th</sup> and Decree-Law no. 123/2019, of August 28<sup>th</sup> (hereinafter referred to as "EBI");*
- b) CCMAR Regulation for Fellowships, approved by the Foundation for Science and Technology, I.P. (FCT), on March 31<sup>st</sup> 2020;*
- c) CCMAR Intellectual Property Regulation;*
- d) Other legislation or regulations in force in CCMAR.*

**THIRD CLAUSE**

***(Duration and renewal)***

*1 – This agreement will enter into force on \_\_\_/\_\_\_/\_\_\_\_ .*

*2 – This agreement will last for \_\_\_\_\_months, with the possibility of renewal for periods of xx months,, up to the limit of the duration of the research project in which it fits, never exceeding the maximum limit of \_\_\_\_ years.*

*3 - The renewal of this agreement does not imply a new contract and it is communicated, in writing, to the fellowship holder, by CCMAR Board of Directors.*

*4 - The award of the academic degree (diploma) within the present agreement does not affect the effects of the same, meaning that the fellowship can be renewed, provided that it is intended to perform activities that are essential for the conclusion of the project \_\_\_\_\_.*

*5 – The precise definition of the activities referred to in the previous number belongs to CCMAR, being heard the fellowship holder and the Scientific Advisor/Coordinator and it shall be object of a written agreement, as provided in Thirteenth Clause.*

**FOURTH CLAUSE**

**(Duties)**

*The fellowship holder is obliged to punctually and scrupulously comply with the duties contained in the legislation listed in Clause Two of this agreement, namely by complying with the work plan attached to the application, as well as by presenting the final report of the activities carried out within the deadline, in accordance with the provisions of Article 5 and Article 12 of the EBI, as well as Article 28 of the CCMAR Regulation for Fellowships.*

**FIFTH CLAUSE**

**(Non-compliance)**

*Non-compliance with the fellowship holder duties implies the termination of this agreement and the cancellation of the fellowship holder status, in accordance with the provisions of articles 17 and 18 of the EBI and article 29 of the CCMAR Regulation for Fellowships.*

**SIXTH CLAUSE**

**(Place of activity and Scientific Advisor/Coordinator)**

*The work plan of the fellowship holder will be developed in CCMAR Research & Development Unit, located at the University of Algarve, Campus de Gambelas, whose Scientific Advisor/Coordinator is \_\_\_\_\_ (name).*

**SEVENTH CLAUSE**

**(Exclusivity)**

*The performance of functions as a fellowship holder shall be carried out on an exclusive basis, in accordance with Article 5 of the EBI and Article 20 of the CCMAR Regulation for Fellowships.*

**EIGHTH CLAUSE**

**(Monthly maintenance allowance)**

*1 - The monthly maintenance allowance is fixed in euros \_\_\_\_\_ (\_\_\_\_\_ euros), to be paid monthly to the fellowship holder by cheque or bank transfer, in accordance with Table 1 of Annex I to the CCMAR Regulation for Fellowships.*

2 - *The fellowship holder may be granted a travel allowance, upon departure, within the scope of the respective project, in order to reimburse the expenses incurred by the same.*

#### ***NONA CLAUSE***

##### ***(Property)***

1 - *The laboratory/field/material records produced by the fellowship holder during the term of this agreement are CCMAR property, and they shall remain in the possession of the latter, after the end of the fellowship, and they may not be used, under any circumstances and in any way, other than to strictly comply with the objectives arising from the Work Plan, and any transfer to third parties is prohibited.*

2 - *The provisions of the previous paragraph, not regarding the property, nor regarding the transfer to third parties, but regarding the rest, may be excluded by written and express authorization of the Scientific Advisor/Coordinator.*

#### ***TENTH CLAUSE***

##### ***(Termination)***

*This agreement shall automatically end:*

- a) with the ending of the activity plan;*
- b) after the period for which the fellowship is awarded;*
- c) with the ending of the project in which it fits;*
- d) with revocation by mutual agreement or change of circumstances;*
- e) with the constitution of a labour relationship with the host institution;*
- f) in the other situations provided for in Article 17 and with the penalties provided for in Article 18 of the EBI.*

#### ***ELEVENTH CLAUSE***

##### ***(Personal accident insurance)***

*The grantee shall be insured for personal accidents during this agreement, in accordance with Article 26(1) of the CCMAR Regulation for Fellowships and Article 9(1)(e) of the EBI.*

**TWELFTH CLAUSE**

**(Voluntary Social Insurance)**

*In accordance with Article 10 of the EBI and Article 18(2)(i)(3) of the CCMAR Regulation for Fellowships, the fellowship holder has expressed his willingness to join the voluntary social insurance regimen.*

**THIRTEENTH CLAUSE**

**(Amendments)**

*Any amendment to the agreement, during its execution or extension, shall be subject to prior agreement.*

**FOURTEENTH CLAUSE**

**(Settlement of disputes)**

*It is agreed that in case of necessity and to solve all issues arising from this agreement, Faro District Court shall have sole jurisdiction, with express waiver of any other.*

*Made in duplicate, including Annexes I and II, all copies being considered originals, one copy remaining in the possession of each Party.*

*Faro, \_\_\_\_\_20\_\_.*

**CCMAR**

**FELLOWSHIP HOLDER**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Attachments:*

*I - Plan of activities to be developed by the fellowship holder*

*II - TERMS AND CONDITIONS FOR THE PROCESSING OF PERSONAL DATA OF WORKERS, RESEARCH FELLOWS, TRAINEES AND VOLUNTEERS OF CCMAR*

**In case of doubt please check the original version in Portuguese**

**ANNEX I**

**Plan of activities to be developed by the fellowship holder**

## ANNEX II

### TERMS AND CONDITIONS FOR PROCESSING OF PERSONAL DATA OF EMPLOYEES, SCHOLARSHIP HOLDERS, TRAINEES AND VOLUNTEERS

#### Information

The protection of natural persons in relation to the processing of personal data is a fundamental right.

Due to the entry into force of the General Data Protection Regulation (GDPR) - 25<sup>th</sup> May 2018, we are required to inform our employees, scholarship holders and trainees about the relevant details on data processing, in accordance with Articles 13 e 15 of the GDPR.

For further information, a Data Protection Policy will be available on our intranet location, <https://www.ccmар.ualg.pt/en/page/intranet>.

#### **I – Controller Identification**

CENTRO DE CIÊNCIAS DO MAR DO ALGARVE, non-profit association, Portuguese VAT number 506 197 760, whose registered office is at *Edifício 7, do Campus de Gambelas, da Universidade do Algarve, 8005-139 Faro, Portugal*.

Telephone: 289 800 051

Email: [ccmar@ualg.pt](mailto:ccmar@ualg.pt)

#### **II – Personal Data Collected by CCMar**

Name, address, telephone, e-mail, taxpayer number, social security number, bank identification data, marital status, signature, initials, number of dependents, number of income holders, identification document, certificate of registration as European citizen, certificate of address, professional category, type of work contract, birth date, academic qualification, country of the academic qualification, educational and training scope, affiliation and association key used in the National Science and Technology Foundation system.

#### **III - Purpose and Lawfulness of Processing**

- A. Payroll of salaries, research grants and daily allowances (Article 6, 1., (b), (c) GDPR)**  
Management of the individual registry of personal data necessary to proceed with the payroll procedures, including the payment of salaries, grants, daily allowances and other similar allowances.
- B. Financial reporting (Article 6, 1., (c) GDPR)**  
Financial reports requested by the financing entities in behalf of the expenses incurred for the execution of subventions.
- C. Annual Single Report (Article 6, 1., (c) GDPR)**  
Annual report, mandatory by Law Nr. 105/2009, of September 14<sup>th</sup>, regarding the social activity of the organization, containing several information that employers need to declare to the governmental labour administration.
- D. Occupational Health (Article 6, 1., (c) GDPR)**  
All the activities related to labour security and health, developed in order to preserve the protection and promotion of health at workplace, including admission and periodic medical appointments. These activities are mandatory according to Legal Framework on Safety and Health at Work.
- E. Wire transfers (Article 6, 1., (b) GDPR)**  
Payments performed on behalf of payroll procedures and reimbursement of expenses incurred during the execution of developed activities (scientific research projects, services, event organization and other similar activities related to CCMar's nature and social purpose).
- F. Employment, personal accident and other legal insurance required under the activities and tasks performed (Article 6, 1., (c) GDPR)**  
Insurance, mandatory by Law or by the implementing rules demanded by the funding entities, such as the labour accident insurance and personal accident and insurance.
- G. Employment contracts, fellowship, internship or volunteer agreements (Article 6, 1., (b), (c) GDPR)**
- H. Professional Training (Article 6, 1., (b), (c) GDPR)**  
Information related with the training needs and with the participation accreditation of the professional courses, seminars or conferences, according to Article 130 et seq. of the Law Nr. 7/2009, of 12<sup>th</sup> February
- I. Internal and external audits (Article 6, 1., (c) GDPR)**  
Audits made by official, funding or collaborative entities.
- J. Disciplinary Procedure (Article 6, 1., (b), (c) GDPR)**  
Every information needed to start a process for dealing with perceived misconduct.
- K. Attendance control (Article 6, 1., (b), (c) GDPR)**



Forms and vacation plans and also with documentation given by persons with a working contract to justify work absences.

#### **IV – Entities to and purposes for which the personal data may be disclosed**

- **Financial reporting**

- National Science and Technology Foundation  
Address: Av. D. Carlos I, 126, 1249-074 Lisboa, Portugal  
Tel: +351 213 924 300  
Fax: +351 213 956 519
- European Commission  
Address: Data Protection Officer, European Commission,  
1049 Bruxelles/Brussel, Belgium  
Tel: +32 2 299 11 11 (Commission switchboard)  
  
E-mail: data-protection-officer@ec.europa.eu
- Institute of Employment and Training  
Tel: +351 300 010 001  
<https://www.iefp.pt/contactos>
- National Agency of Innovation  
  
Address: Edifício NET, Rua dos Salazares, 842, 4149-002 Porto, Portugal

- **Annual Single Report**

- Office for Strategy and Planning - Ministry of Labour, Solidarity and Social Security  
Website: <http://www.gep.msess.gov.pt/>,  
<https://www.portugal.gov.pt/pt/gc21/area-de-governo/trabalho-solidariedade-e-seguranca-social/ministro>

- **Occupational Health**

- Alsanitrab - Higiene, Segurança e Saúde no Trabalho, Lda.  
Address: Rua Luís Bivar, Lt 4 A-B, 8150-156 S. Brás de Alportel, Portugal

- **Certified Accountant**

- Mecanex, Gabinete de Estudos Contabilísticos e Escrituração Mecanográfica, Lda.  
Address: R. Bombeiros Portugueses, 15, 8000-233 Faro, Portugal

- **Certified Public Accountant**

- Vitor Almeida & Associados, Sociedade de Revisores Oficiais de Contas, Lda.  
Address: Rua Augusto Macedo, n.º 10C, Escritório 3, 1600-794 Lisboa, Portugal
- **Authority for Work Conditions (ACT)**
  - [http://www.act.gov.pt/\(pt-PT\)/Paginas/default.aspx](http://www.act.gov.pt/(pt-PT)/Paginas/default.aspx)
- **Tax and Customs Authority**
  - <http://www.portaldasfinancas.gov.pt/at/html/index.html>
- **Foreigners and Border Service (SEF)**
  - <http://www.sef.pt/portal/V10/EN/asp/page.aspx>
- **Institute of Social Security**
  - <http://www.seg-social.pt/iss-ip-instituto-da-seguranca-social-ip>
- **Employment, personal accident and other legal insurance required under the activities and tasks performed**
  - Liberty Seguros  
<http://www.libertyseguros.pt/>

#### **V – Storage Period**

Personal data shall only be retained for as long as is necessary for the purposes above described, which shall be no longer than 10 (ten) years following the termination of the contract, unless the data subject has given his/her consent.

#### **VI – Right of Access, Right to Rectification and Right to Notification (Articles 15, 16 and 19 of the GDPR)**

The data subject has the right to obtain from CCMar confirmation as to whether or not personal data concerning him or her are being processed and access to the personal data. The email for such request is [ccmar@ualg.pt](mailto:ccmar@ualg.pt).

The data subject shall have the right to obtain from CCMar without undue delay the rectification of inaccurate personal data concerning him or her. The email for such request is [ccmar@ualg.pt](mailto:ccmar@ualg.pt).

CCMar will communicate any rectification to the data subject and to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort.

**VI –Supervisory Authority**

In case of personal data breach<sup>1</sup>, the data subject can present a complaint to the following supervisory authority: **National Data Protection Commission**, Address: Rua de São Bento, n.º 148, 3º, 1200-821 Lisboa, Tel.: 213928400, Fax: 213976832, E-mail: [geral@cnpd.pt](mailto:geral@cnpd.pt)

The subscriber declares that he/she understands all the information contained in this document and for that reason he/she is going to sign:

Faro, 24<sup>th</sup> May 2018.

**For the Employee/Fellowship Holder/Trainee/Volunteer,**

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<sup>1</sup> Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

