

CERN/KE/2103

ADMINISTRATIVE AGREEMENT

between

**THE FUNDAÇÃO PARA A CIÊNCIA E A
TECNOLOGIA (FCT)**

and

**THE EUROPEAN ORGANIZATION
FOR NUCLEAR RESEARCH (CERN)**

CONCERNING

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

2012



The **Fundação para a Ciência e a Tecnologia (FCT)**, established at av. D. Carlos I, 126, 1249-074 Lisbon, Portugal, represented by its President, Miguel Seabra,

on the one hand

and

The **European Organization for Nuclear Research (CERN)**, an Intergovernmental Organization having its seat at Geneva, Switzerland, represented by its Director-General, Rolf-Dieter Heuer,

on the other hand,

CONSIDERING THAT

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

On this basis, and in particular since 1996, there is an active participation at CERN by Portuguese technical graduates in the form of on-the-job training in the applied sciences and other domains;

The interest in training Portuguese technical graduates at CERN has recently been emphasized by the CERN-Portugal Joint Committee and is considered a priority by the FCT President;

The mission of FCT 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;

AGREE AS FOLLOWS, it being understood that the rights and obligations set out below shall apply as well in respect of Portuguese technical graduates training at CERN on the date of entry into force of this Agreement;



Article 1

Scope

CERN shall receive at its facilities, without charging any fees or costs therefore, a limited number of Portuguese technical graduates (hereinafter referred to as the "Graduates") who will participate in on-the-job training programmes designed to meet Portugal's needs in the domains of training specified below.

Article 2

Domains of training

- 2.1 The domains of training shall be those corresponding to the main areas of CERN's programmes, including: material sciences, surface treatment, vacuum, cryogenics, precision engineering, electronic data handling, image processing, informatics, superconductivity, power supplies and control systems.
- 2.2 Training opportunities could be extended to other domains, such as the administrative sector.

Article 3

Eligibility, application and selection

- 3.1 CERN shall post on a dedicated website the places available for the Graduates, including, where feasible, the following information:
- Department 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, taking into account the grants for internships in international science and technology organizations (BEST), shall coordinate a selection panel composed of Portuguese scientific and industry representatives, who shall consider the curricula vitae of the candidates against the profiles of the places posted by CERN, and issue a recommendation to FCT.

- 3.3 The final acceptance of candidates shall be by CERN on the basis of a proposal by FCT.

Article 4 Status at CERN

The Graduates will have the status of Associated Member of the CERN Personnel, in the subcategory of Trainees, under the CERN Staff Rules and Regulations.

Article 5 Stay at CERN

- 5.1 Each Graduate shall stay at CERN for a period of 12 months. Subject to CERN's Staff Rules and Regulations and to agreement of the Parties, the Graduate's stay may be extended by another year, for a maximal total period of 24 months. The Graduates shall for the entire period of their stay at CERN have a legal link with FCT.
- 5.2 During their training period the Graduates shall accomplish the tasks entrusted to them by CERN, as described in their training description. They shall not solicit or receive any instructions from any sources external to CERN.
- 5.3 The Graduates shall comply with CERN's Rules and Regulations, including the safety rules and the code of conduct and shall exercise their training under the authority of the Director-General of CERN.
- 5.4 The Graduates shall observe professional discretion concerning all CERN matters and shall not communicate any document or information that is not publicly available. This obligation shall remain in force after the completion of the training.
- 5.5 CERN shall assist the Graduates in obtaining the necessary permits from CERN's Host States, Switzerland and France.

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- 5.6 The Graduates shall be entitled to authorized absences by analogy to CERN's rules regards annual leave granted to CERN's employed members of the personnel. They shall furthermore be entitled to official holidays under the Staff Rules and Regulations.
- 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 shall be expected to return to Portugal after completion of their training.

Article 6

Funding and travel expenses

- 6.1 Except as provided otherwise below, FCT shall be responsible for the funding of the Graduates, including cover of travel and other expenses incurred by them. This funding shall be fixed in accordance with the rules of FCT and the provisions of the Advanced Training Programme 3598, and shall be adequate to cover their stay in the local area of CERN.
- 6.2 In respect of each Graduate, CERN shall contribute a monthly subsistence payment within the limits specified in CERN's Staff Rules and Regulations.

Article 7

Social insurance, including health insurance

- 7.1 FCT shall be responsible for the social insurance, including medical insurance, of the Graduates. They shall maintain medical insurance cover adequate in Switzerland and France for themselves and accompanying family members, which shall include cover for occupational illness and accidents for the Graduates.
- 7.2 FCT shall hold CERN free and harmless from liability in connection with the subject matter of this Article.

Article 8

Technical reports and completion certificates

- 8.1 The Graduates shall each year prepare a technical report on their training at CERN. Thereafter, a supervisory committee mandated by FCT will meet at CERN to attend a presentation of the technical reports by the Graduates, who shall be accompanied by their direct supervisor.
- 8.2 Publication of the technical reports is subject to prior written authorization by CERN.
- 8.3 The supervisory committee shall keep a record of the Graduates having successfully completed their training.
- 8.4 Upon request, CERN shall provide certificates to the Graduates specifying the duration of the training. The certificate shall mention FCT as the sponsor and CERN as the host of the training. A copy of the certificate shall be sent to FCT.
- 8.5 Upon request, CERN shall provide training reports to the Graduates, specifying the tasks performed and an overall assessment of the achievements of each Graduate. A copy of the training report shall be sent to FCT.

Article 9

Contact persons

The contact persons for the execution of this Agreement will be Emir Sirage for FCT and James Purvis for CERN, or such successor as each Party may appoint and communicate to the other Party.



Article 10 Entry into force

This Agreement shall enter into force on the date of its signature by the Parties and shall remain in effect unless and until terminated by joint agreement between the Parties or by one Party giving three (3) 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.

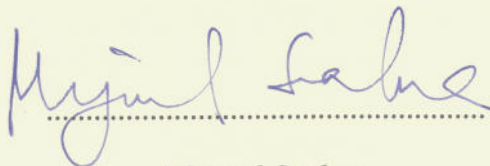
Article 11 Applicable law and dispute resolution

11.1 The terms of this Agreement shall be interpreted in accordance with their true meaning and effect and as a consequence of CERN's status as an Intergovernmental Organization, 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 Swiss substantive law.

11.2 The Parties shall settle any difference concerning this Agreement amicably and where this is not possible, in accordance with a procedure to be specified by the Parties. Notwithstanding reference of the dispute to arbitration, the Parties shall continue to perform their obligations under this Agreement.

Done in Geneva, on 18 December 2012.

For the Fundação para a Ciência e a
Tecnologia (FCT)



Miguel Seabra
President

For the European Organization
for Nuclear Research (CERN)



Rolf Heuer
Director-General