

ADMINISTRATIVE AGREEMENT

between

THE EUROPEAN SPACE AGENCY (ESA)

and

THE FUNDAÇÃO PARA A CIÊNCIA E A
TECNOLOGIA (FCT)

CONCERNING

ON-THE-JOB TRAINING OF PORTUGUESE
TRAINEES ON SPACE TECHNOLOGIES

2013

The European Space Agency (hereinafter referred to as ESA), represented by its Director-General

on the one hand

and

the Fundação para a Ciência e a Tecnologia, (hereinafter referred to as FCT), represented by its President

on the other hand

(Hereinafter together referred to as “the Parties”)

CONSIDERING THAT:

Portugal, an ESA member state, has as one of its objectives the on-the-job training of Portuguese Technical Graduates (hereinafter referred to as “Portuguese Trainees”), in ESA technical centers;

Since the very beginning of its membership, collaboration in the scientific field, as well as the training of personnel in space-related technologies, has been among one of the priorities of Portugal, in order to support an effective cooperation with ESA;

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The importance of placing Portuguese technical Portuguese Trainees at ESA has been emphasized by the Portuguese authorities and ESA and is considered as 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.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. To benefit fully from a high-technology environment ESA will host at its various centres, free of charge, at any given time a maximum number of 30 (thirty) Portuguese Trainees over the period 2013-2017 with the objective of carrying out an on-the-job training programme specifically designed to meet Portuguese industry's needs insofar as such training opportunities are available at ESA. The renewal of the programme shall be considered by the parties at the end of the established period.

2. Each Portuguese Trainee shall stay at ESA for a period of 12 months. The Portuguese Trainee's stay may be extended by another year, for a maximum total of 24 months if agreed by all the parties concerned.

3. The technical areas of specialisation and ESA establishments concerned shall be those broadly identified by FCT, corresponding to the main or complementary technological lines, included in the different ESA Programmes.

FCT will provide ESA, for every open call for applicants, a list of priority technical areas for the training of the Portuguese Trainees. ESA will prepare training opportunities in the corresponding ESA technical units, including a description of the activities proposed for the future Portuguese Trainees during their stay at ESA. FCT will publish these training opportunities so that applicants to the Programme can target their applications to their area or areas of interest. The final acceptance of candidates shall be made by ESA on the basis of a preliminary FCT selection, regulated by the grants for internships in international science and technology organizations (BEST).

4. Salaries, social security allowances, travel expenses and any other expenditure incurred by the Portuguese Trainees for their installation, stay and departure shall be borne by FCT.

ESA shall not bear or incur any financial responsibility for remuneration, social protection or any other expenditure relating thereto.

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5. Remuneration shall be fixed in accordance with the rules of FCT and regulation of the Advanced Training Programme 3598.

6. The Portuguese Trainees shall not enjoy the Privileges and Immunities provided for in Annex I of the ESA Convention for its staff members. The Portuguese Trainees shall be required to fulfill the residence requirements of the host country in which the training takes place. However, ESA will do its best to facilitate the issue of the necessary documents, if any, for this purpose.

8. The Portuguese Trainees shall benefit from a health insurance, supported by the Portuguese authorities. This insurance shall cover both accidents and risks, including those that might arise at ESA or when travelling to or from their place of work. ESA shall incur no liability in that respect. Portuguese Trainees are therefore requested to send proof, as soon as possible, that they are insured against such risks.

9. Each Portuguese Trainee will be assigned a tutor, who will support the adjustment to the new environment, and supervise, advice and guide the Portuguese Trainee in his/her work throughout the traineeship.

10. If they are, under exceptional circumstances, asked by ESA to travel on official mission away from their duty station, Portuguese Trainees shall be reimbursed for travel and living expenses in accordance with the rules applicable to ESA Young Graduate Trainees.

11. During the one-year training period, the Portuguese Trainees will be allowed to take leave up to a total amount of 30 working days, in addition to the 12 official holidays applicable in the various establishments.

12. During the total 24 months training period, the Portuguese Trainees will not be allowed to interrupt the training period unless special circumstances may occur. In those special cases the interruption period will be duly justified and authorised by FCT and ESA.

13. Portuguese Trainees shall be responsible to the Director General of the Agency or, on his behalf, to the local Head of Human Resources for the performance of their duties under his authority. The Portuguese Trainees shall conform to ESA Staff Rules and Regulations in the performance of their duties on the sites of their training, including those rules relating to working hours. In the case of wilful misconduct, the Director General or, on his behalf, the local Head of Human Resources may ask FCT to terminate the training.

14. ESA will nominate a programme coordinator who will be the interface with FCT, especially for the selection, recruitment and eventual reassignment of the Portuguese Trainees. ESA will also indicate a contact person at each ESA centre, who will assist the Portuguese Trainees during their take-up duty, and help them solve any problem that may arise during the training period.

15. FCT will designate a person which will be responsible for coordination with ESA and will help also in the resolution of problems that may arise during the training period.

16. Portuguese Trainees shall accomplish the tasks they are entrusted with, with a view to further the objectives and activities of the sole Agency, without soliciting or receiving any instructions from the part of any government or other entity external to the Agency.

17. Portuguese Trainees will observe professional discretion all ESA internal matters and shall not communicate any document or information which is not publicly available to third parties not qualified to receive such documents or information. This obligation shall remain after the performance of the training programme.

18. Upon the Agency's request, Portuguese Trainees shall have to furnish the Agency with reports on their activities, and other related studies which will not be published outside the Agency without the latter's prior authorisation. Upon FCT request, ESA shall provide certificates to the Portuguese Trainees specifying the duration of the training. The certificate shall mention FCT as the sponsor and ESA as the host of the training. A copy of the certificate shall be sent to FCT.

19. The Portuguese Trainees shall each year prepare a technical report on their training at ESA. Thereafter, a supervisory committee mandated by FCT will meet at ESA to attend a presentation of the technical reports by the Portuguese Trainees, who shall be accompanied by the corresponding tutor or an ESA staff associated with the relevant training area.


20. ESA shall provide training reports to the Portuguese Trainees, specifying the tasks performed and an overall assessment of the achievements of each Portuguese Trainee. These assessments will occur at the end of each year of the on-the-job training period. A copy of the training report shall be sent to FCT.

21. This Agreement is drawn up in duplicate in the English and Portuguese languages, both texts equally authoritative.

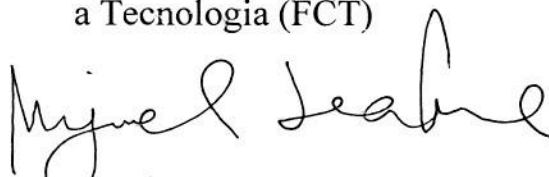
In witness whereof, the Parties hereto have signed in duplicate this Agreement.

Done in Paris, on 14 March 2013

For the European Space Agency
(ESA)


Jean-Jacques Dordain
Director-General

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


Miguel Seabra
President