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COLLABORATION AGREEMENT

between

THE FUNDAÇÃO PARA A CIÊNCIA E A  
TECNOLOGIA

(FCT)

and

THE EUROPEAN ORGANISATION FOR  
ASTRONOMICAL RESEARCH IN THE SOUTHERN  
HEMISPHERE

(ESO)

CONCERNING

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

May 2013

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

on the one hand

and

the European Organisation for Astronomical Research in the Southern  
Hemisphere (hereinafter referred to as ESO), represented by its Director-  
General,

on the other hand,

#### CONSIDERING THAT

Portugal, one of the ESO Member States, has as one of its objectives the on-  
the-job training of Portuguese Technical Graduates in ESO technical centers;

Collaboration in the scientific field, as well as the training of personnel in  
astronomy related technologies, has been among the priorities of Portugal, in  
support of an effective cooperation with ESO;

The interest in placing Portuguese Technical Graduates at ESO is considered  
as a priority by the FCT President.

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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.

An Administrative Protocol had been signed by the Agência de Inovação, S.A. and ESO for the on-the-job training of Portuguese Technical graduates in technologies available at ESO on 15 May 2001. FCT has taken over the management of this programme from the Agência de Inovação, S.A.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. To benefit fully from an high-technology environment within a relatively short period of time, ESO will receive at its facilities, free of charge, a limited number of Portuguese Technical Graduates (hereinafter referred to as the Portuguese Trainees), with the objective of carrying out an on-the-job training programme specially designed to meet the needs of Portuguese industry and research organizations in Portugal insofar as such training opportunities are available at ESO.
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, which shall

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match the curricula vitae of the candidates with the profiles of the places posted by ESO, and shall issue recommendations to FCT.

The final acceptance of candidates shall be by ESO on the basis of a proposal by FCT.


3. Each Portuguese Trainee shall stay at ESO for a period of 12 months. This period can be extended by up to 12 months, with agreement of all parties concerned, but shall in no event exceed 24 months.

4. The domains of training shall be those corresponding to the main areas of ESO's activities.

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

6. The job opportunities presented by the ESO for the on-the-job training period shall describe the following parameters, depending on the acronyms of the organization:

- a. Organisational Unit and duty station;
- b. Supervisor name and function;
- c. Discipline, area or field of activity;
- d. Required education;
- e. Knowledge, skills requirements or special requirements;

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- f. Project information or description;
  - g. Training value or learning opportunities for the Portuguese Trainees.

7. Remuneration shall be fixed in accordance with the rules and regulations of FCT and regulation of the Advanced Training Programme 3598 and should match the standard and the living conditions in ESO's duty stations.

8. For the duration of the stay at ESO the Portuguese Trainees shall receive a contract as Unpaid Associate (UpA) providing the status of "non-established member of the ESO personnel" with all the rights and obligations related to it.

As ESO member of personnel, the Portuguese Trainees will be subject to the special conditions agreed between ESO and the host countries. ESO will assist FCT and the Portuguese Trainees in contacts with the local authorities concerning residence and working requirements of the country where the training will take place.

9. ESO requires its entire staff to complete a medical examination. A medical examination according to procedures described by ESO by a medical practitioner will be organised by ESO once the Portuguese Trainee takes up the training programme. The costs for the medical examination will be covered by ESO. The medical examination verifies whether the Portuguese Trainee is fit or unfit to perform the training programme. The results of the medical examination shall be communicated to ESO which will treat them confidentially.

10. 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 ESO or when travelling to or from their place of work. ESO shall incur no liability in that respect. Portuguese Trainees are therefore requested to send proof to ESO, as soon as possible, that they are insured against such risks.

11. In the event of damage or injury caused to third parties during their training, the Portuguese Trainees shall be covered by their own third party liability insurance, to cover any damage or injury caused to third parties by the Portuguese Trainees.

12. When travelling at ESO's request during their on-the-job training, the Portuguese Trainees shall be reimbursed by ESO for travel and living expenses in accordance with the rules applicable to members of the personnel having a contract as Unpaid Associate (UpA). This could include participation in technical trainings, conferences, workshops or related events complementary to the plan of activities of the Trainees during the on-the-job training period.

13. During their training period, the Portuguese Trainees shall be entitled to leave up to a total of 22 working days per year in addition to the official holidays applicable at ESO.

14. The Trainees shall comply with ESO's Staff Rules and Regulations in the performance of their duties on the sites where their training takes place and shall be responsible to and under the authority of the Director-General

of ESO for their performance. In the case of misconduct or violation of the mentioned Staff Rules and Regulations, the Director-General may terminate the training.

ESO accepts no responsibility for damages to persons and property which might occur in consequence of misconduct or violations of such rules and regulations by the Portuguese Trainees.

15. During their training period the Portuguese Trainees shall accomplish the tasks entrusted to them, as described in the training description, provided by ESO, with a view to further the objectives and activities of ESO, without soliciting or receiving any instructions from any government or other entity external to ESO.

16. The Portuguese Trainees shall observe professional discretion concerning all ESO matters and shall not communicate any document or information which is not publicly available to any party not entitled to receive such documents or information. This obligation shall remain in force after the completion of the training programme.

17. Reports by the Portuguese Trainees shall not be published without ESO's prior written authorisation.

18. After the presentation of the reports by the Portuguese Trainees, for the first or second year of training, a supervisory committee mandated by FCT will visit ESO premises, where a presentation will be expected by the

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Portuguese Trainee, accompanied by his direct ESO supervisor, in order to present the accomplished results.

The supervisory committee mandated by FCT shall keep a record of the Portuguese Trainees that are being successful in concluding the training programme.

19. ESO shall provide certificates for the training completed by the Portuguese Trainees at ESO, which shall include details of the duration and nature of the tasks performed, as well as an assessment of the performance of each individual Portuguese Trainee.

The certificate shall have a mention of ESO and FCT, to reinforce the importance of the training programme.

20. The certificate should be sent after the conclusion of the training programme and be printed by ESO in two copies, one for the Portuguese Trainee and one for FCT.

21. The Portuguese Trainees shall be expected to return to Portugal after completion of their training period at ESO.

22. FCT shall inform the selected Portuguese Trainees of the above conditions and of the fact that they have to accept them in writing before starting their on-the-job training programme at ESO.

23. This Agreement shall enter into force on the date of signature of both parties and shall replace the Administrative Protocol between the Agência de



Inovação, S.A. and ESO for the on-the-job training of Portuguese Technical graduates in technologies available at ESO dated 15 May 2001.

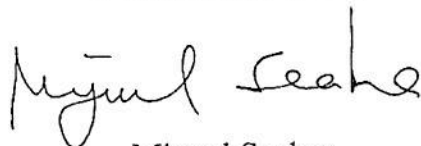
This Agreement may be terminated by either party giving 12 months written notice to the other. Portuguese Trainees which have already started their training at ESO at the time of termination of this Agreement shall be able to conclude the training as originally approved.

24 Disputes arising from the execution or interpretation of this Agreement which cannot be resolved by amicable negotiation, shall be submitted to international arbitration in analogous application of the provision of chapter IX of the General Conditions of ESO Contracts as in force.

**Done in two originals**

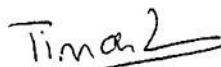
Done in Garching, on 7 May 2013

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



Miguel Seabra  
President

For the European Organisation for  
Astronomical Research in the  
Southern Hemisphere (ESO)



Tim de Zeeuw  
Director-General