



AGREEMENT
BETWEEN
THE EUROPEAN SPACE AGENCY (ESA)
AND
THE FUNDAÇÃO PARA A CIÊNCIA E A TECNOLOGIA (FCT)
OF PORTUGAL
FOR THE ON-THE-JOB TRAINING OF PORTUGUESE
TECHNICAL GRADUATES
ON
SPACE TECHNOLOGIES

AGREEMENT ON THE ON-THE-JOB TRAINING OF PORTUGUESE TECHNICAL
GRADUATES
(THE "AGREEMENT")



Between

the **EUROPEAN SPACE AGENCY** (hereinafter referred to as "ESA" or "the Agency") established by the Convention that was opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980, represented by its Director-General.

And

The **Fundação para a Ciência e a Tecnologia**, hereinafter referred to as "FCT", represented by its President

ESA and FCT may be referred to hereinafter, collectively, as the "Parties" and individually, as a "Party".

CONSIDERING that Portugal, an ESA member state, has as one of its objectives the on-the-job training of Portuguese Technical Graduates in ESA technical centers:

CONSIDERING that 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:

CONSIDERING the goal to contribute to attracting young Portuguese Technical graduates to careers in the Space sector and to contribute to creating opportunities for facilitating the entry in such careers:

CONSIDERING that enabling young Portuguese Technical graduates will help reinforce the position of Portugal's industrial, research & public space sector in the Europe and globally and thus contributes to realising the goals of Portugal's Space Policy:

For these reasons, FCT, recognising the high level of unique competence in space technologies developed in the various ESA centres, has agreed with ESA to collaborate in the training of young Technical Graduates from Portuguese academies, educational institutions or companies (hereinafter referred as "Portuguese Trainees") having recently obtained their degree, in accordance with the following rules:

1. ESA will host, free of charge, in its establishments a maximum of 30 Portuguese Trainees each year during the period 2018-2022 with the objective of carrying out a training programme designed to meet the Portuguese space sector needs for specialised personnel.
2. The training programme for each Portuguese Trainee in ESA establishments shall have an initial duration of one year, at the end of which it will be extended by one further year, if

agreed by all the parties concerned.

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

FCT will provide ESA, for every open call for applicants, with a list of priority technical areas for the training of the candidates. 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. FCT will take care of the selection process, proposing to ESA one or more candidates for each training opportunity, leaving ESA the right to accept or reject the proposals.

4. The amount of the scholarships, allowances for health and accident insurance, travel expenses and any other expenditure incurred by the Portuguese Trainees for their installation, stay and departure, shall be funded under the responsibility of the Portuguese authorities, fixed in accordance with the rules of FCT and regulation of the Advanced Training Programme 3598. The Agency shall not bear any financial responsibility concerning remuneration or any other expenditure in connection thereto.

5. The Portuguese Trainees shall not enjoy the Privileges and Immunities provided for in Annex I of the ESA Convention for its staff members. They shall be responsible for meeting 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.

6. ESA and FCT agree on a cross-waiver of liability (i.e. not to claim damages from the other Party, its personnel, its contractors, subcontractors or their personnel) in respect of any injury, damage or loss caused to their respective personnel or property in the execution of this Agreement. Such cross-waiver will not be applicable when the injury, damage or loss is caused by gross negligence or wilful misconduct.

7. ESA takes no responsibility or liability whatsoever for subscribing to, or otherwise supporting the subscription of, insurance cover for the Portuguese Trainees related to:

- (i) health or personal accident injuries or
- (ii) damages on personal property,

whether they are incurred by the Portuguese Trainees themselves or caused by the Portuguese Trainees to a third party.

FCT will :

- (i) support a health insurance and a personal accident insurance to the Portuguese Trainees;
- (ii) make sure that the Portuguese Trainees are covered against third party liability.

In their respective relationships with the Portuguese Trainees, the Parties shall implement this Article 7 accordingly.

8. 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.

9. 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 Graduates.

10. 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.

11. 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.

12. Portuguese Trainees shall be responsible to the Head of the Human Resources Department of the Agency or, on his behalf, to the Human Resources local representative for the performance of their duties under his authority. Portuguese Trainees shall in the performance of their duties on the sites of their training comply with all rules applicable to the relevant sites, including the rules relating to working hours. In the case of wilful misconduct, the Head of the Human Resources Department or, on his behalf, the designated member of the Agency's Human Resources Department in charge of the training programme under this Agreement, may ask FCT to terminate the training.

13. 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.

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

15. 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.

16. 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.

17. 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, or of the Portuguese Trainee employer, the Agency shall establish certificates of the training scheme accomplished on the Agency's premises, with the duration and nature of tasks performed, and, if need be, an assessment of the Portuguese Trainee performance.

18. All intellectual property rights, including copyright, trademark, and patent rights, in any work produced by the Portuguese Trainees within the scope of their duty at ESA or with the means or information made available by ESA or upon ESA initiative (herein collectively, the

“Works”), shall be vested to ESA and shall therefore be the exclusive property of ESA.

The rights assigned to ESA include the rights to copy, display, modify, translate, distribute, exploit the Works and authorise third parties to do the same. They are assigned for the purpose of ESA’s activities and programmes, for the entire world and for the duration of protection of the Works by intellectual property law. ESA is free to exploit all or part of the rights assigned in the Works, directly or indirectly, or not to exploit the Works, without giving any right to any indemnity or additional compensation for the Portuguese Trainees. Having regard to the nature of the Works and to the exploitation to be made of the Works, the name of the Portuguese Trainees shall not be cited on any of the media for exploiting the Works, unless otherwise decided by ESA.

These intellectual property rights shall be made available to FCT for its requirements in the field of space research and technology and their space applications, on a non-exclusive basis, free of charge, for the duration of this Agreement and without the right to grant sub-licenses. If a Portuguese Trainee intends to publish the results of his/her scientific research or to otherwise use these intellectual property rights, he/she shall require prior written authorisation from ESA; such authorisation shall not be unreasonably withheld.

ESA shall implement this Article through the provisions of the Letters of Appointment for the Portuguese Trainees.

19. FCT shall inform the Portuguese Trainees of the above conditions, and of the fact that they will have to accept them in writing before starting their training programme. FCT shall provide ESA with proof of the consent given by the Portuguese Trainees or, upon ESA’s request, shall assist ESA in obtaining such consent.

20. Without any prejudice to the ESA Convention, especially its Annex I on Privileges and Immunities, this Agreement is governed by the laws of Portugal.

21. Any dispute arising in connection with this Agreement, which cannot be settled amicably through consultation, may be submitted to an Arbitration Tribunal, which shall consist of three arbitrators. Each Party shall nominate one arbitrator; the first two arbitrators shall nominate the third arbitrator, who shall be the Chairman of the Arbitration Tribunal. The Arbitration Tribunal shall determine its seat and establish its own rules of procedure. The language of arbitration shall be English. The award of the Arbitration Tribunal shall be made by a majority of its members, who may not abstain from voting. This award shall be final and binding on the Parties. The Parties shall comply with the award without delay.

22. This Agreement shall enter into force retroactively on 1 January 2018 and will expire on 31 December 2022. This term may be extended if so mutually agreed by the Parties three months prior to the expiry of the Agreement, through an exchange of letters and provided that the extension does not entail any modification of the terms and the condition of this Agreement. This Agreement shall continue to apply to traineeships which are still on-going at its expiration date until the earliest expiration date of said traineeships.

Each Party may terminate this Agreement by giving written notice to the other Party. The termination shall take effect one year after the end of the year in which the termination notice is made. If a termination notice is given as provided above, the Parties shall endeavour to determine the terms and conditions applicable to the termination of this Agreement through

consultation, before the termination takes effect, without affecting, to the maximum extent, running traineeships of Portuguese Trainees.


The Agreement may be amended in writing by mutual consent of the Parties. Amendments in writing will enter into effect on the date of the affirmative reply in writing of the Party to which a proposal for amendment has been addressed.

23. This Agreement is drawn up in duplicate in the English language.

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


For ESA
Johann-Dietrich Woerner
Director General

Signature:


Date 14 JUL 2018

For FCT
Paulo Ferrão
President

Signature:


Date 7/8/2018