

FCT

Fundação para a Ciência e a Tecnologia
MINISTÉRIO DA CIÊNCIA, TECNOLOGIA E ENSINO SUPERIOR

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THE PARTNERSHIP FOR STRUCTURAL BIOLOGY

AGREEMENT ON ASSOCIATE MEMBERSHIP OF THE PSB

Between

**The European Synchrotron Radiation Facility (ESRF), France
acting on behalf of the Partnership for Structural Biology, (PSB), France**

And

The Fundação para a Ciência e Tecnologia (FCT), Portugal

THE EUROPEAN SYNCHROTRON RADIATION FACILITY, acting on behalf of the PSB, hereinafter referred to as the *ESRF* or the *Contracting Partner, Société Civile* subject to French law, located at 6, rue Jules Horowitz, B.P. 220, F-38043 GRENOBLE CEDEX, represented by, Mr. Francesco SETTE, Director General, and Mr. Manuel RODRIGUEZ CASTELLANO, Director of Administration,

on the one hand,

And

THE FUNDAÇÃO PARA A CIÊNCIA E TECNOLOGIA, hereinafter referred to as *FCT* or the *Associate Member*, located at Av D. Carlos I, 126, 2º 1249-074, Lisboa represented by the Chairman of the Board, Mr. João José DOS SANTOS SENTIEIRO,

on the other hand,

hereinafter together referred to as "the parties",

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

O original está com a Direção
João Almeida

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MRC

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PREAMBLE

Four major Grenoble-based research institutions, hereinafter called “the Partners”,

- ILL (Institut Max von Laue - Paul Langevin)
- ESRF (European Synchrotron Radiation Facility)
- EMBL (European Molecular Biology Laboratory)
- IBS (Institut de Biologie Structurale)

have decided to join their efforts to provide the framework for integrated European programmes in state-of-the-art structural biology.

To this end they have formed a Partnership for Structural Biology (PSB). Until then the Steering Committee, established by the Partners to monitor the activities of the PSB, decides which of the Partners will act on the others' behalf vis-à-vis third parties. For the purposes of this agreement, the ESRF has been appointed to be the appropriate Partner (hereinafter referred to as the Contracting Partner).

An Associate Membership is offered to academic organizations intending a long term commitment to the PSB by contributing to, and benefiting from, the new infrastructures in a collaborative fashion.

In January 2003 the *Gabinete de Relações Internacionais da Ciência e do Ensino Superior (GRICES)* and the ESRF, on behalf of the PSB, signed an Agreement on associate Membership to the PSB.

FCT has declared its interest to continue and develop the association with the PSB as an academic Associate Member and intends to second staff to the PSB.

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§ 1 - Scope

- 1.1 This agreement sets out the conditions under which the FCT participates in the PSB as an academic Associate Member.
- 1.2 The FCT will participate in the scientific programme of the PSB and will second staff to work in the project.
- 1.3 The secondment of staff to one of the Partners facilities shall be in accordance with the rules of the guest institution. For the ESRF, §§ 12.4 and 12.5 of the ESRF Statutes shall apply.

§ 2 - Rights of the Associate Member

- 2.1 In order to carry out their tasks and responsibilities, the personnel seconded will have access to the PSB infrastructure on equal conditions to the personnel of the Contracting Partner. In addition they will have access to the ESRF/ILL library and to the common restaurant.
- 2.2 The Associate Members may together nominate one observer to the Steering Committee of the PSB who, however, will not have the right to vote.

§ 3 - Secondment of Personnel

The following rules shall apply to staff seconded from the Associate Member to the PSB:

- 3.1 The Associate Member shall inform the PSB through the Contracting Partner of any intended secondment, in particular of the personal details, the curriculum vitae, and the scientific, technical and/or educational background of the person(s) concerned. No individual will be seconded without the prior written acceptance by the Contracting Partner.
- 3.2 Each individual secondment shall be subject to an exchange of letters specifying the tasks to be performed and other details.
- 3.3 By secondment, the personnel from the Associate Member will not become employees of the PSB or any of its Partners. They remain fellows of the seconding institution.

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- 3.4 The FCT, as the institution that seconds the personnel, up to four, shall be solely responsible for, and shall meet all costs incurred in connection with, the employment and administration of its fellows and all matters relating thereto, including, in particular, fellowships, insurance payments and medical attention.
- 3.5 The seconding institution shall be responsible for an adequate health insurance of the seconded personnel, covering the relevant expenses during their stay in France according to § 3.4.
- 3.6 Exceptions to the provisions of §§ 3.4 and 3.5 above shall be previously agreed in writing.
- 3.7 Costs for travel on the request of the PSB or one of its Partners shall be financed from the PSB budget or the budget of the Partner that requested the travel.
- 3.8 The PSB or one of its Partners shall make available appropriate office and laboratory space for the seconded staff.
- 3.9 While on the premises of the PSB or of one of its Partners the seconded personnel are subject to the rules and regulations in force and especially to the safety rules, and they must follow corresponding instructions given by the competent staff in executing these rules. In case of serious offence or non-compliance with these rules, or of any action detrimental to the normal operation of the PSB or one of its Partners, the Associate Member can be asked to take immediate remedial measures. If these measures prove to be ineffective the Associate Member, at the Contracting Partner's request, shall replace any person responsible for such an offence.
- 3.10 The PSB and its Partners will assist the seconded personnel to find appropriate housing at the same level as for ESRF personnel.
- 3.11 A senior staff member of one of the PSB Partners will be assigned to each person seconded. He/she will be the partner in all administrative and other matters arising.

§ 4 - Contributions in kind

- 4.1 The Associate Member may contribute to the PSB by making available or contributing material and/or equipment. Material and equipment has to be in compliance with the applicable European and French rules.
- 4.2 Contributions in kind will become the property of the PSB or one of its Partners, unless otherwise agreed.
- 4.3 The Associate Member is responsible for the transportation to the PSB premises, for the import and customs formalities and, in the case of equipment, for its maintenance, unless otherwise agreed.
- 4.4 Equipment, which has been made available to the PSB as contribution in kind, must not be withdrawn without the prior approval of the PSB Partners.
- 4.5 If the equipment has not become the property of the PSB or one of its Partners, the contributing Associate Member will, after the end of the Project and/or upon request by the Partners, take it back.
- 4.6 Details will be subject to a specific agreement.

§ 5 - Intellectual Property

Inventions and other intellectual property generated by seconded personnel during the time of their secondment to the PSB have to be considered in a case by case basis according to the Statutes of the relevant Partner. For the ESRF, the provisions on intellectual property laid down in §§ 14.5 and 14.6 of the ESRF Statutes apply.

§ 6 - Duration

This agreement enters into force upon signature and remains in force until the end of the fifth calendar year following the latest date of signature. It can be extended by written agreement to be concluded half a year before expiry.

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§ 7 - Disputes

7.1 The partners will try to settle amicably any disputes which might arise. If they do not succeed, the PSB Steering Committee or the Associate Member may decide to present the case to an independent arbitrator (to be chosen in agreement with the other partner) for decision or, if agreement on an arbitrator cannot be found, to the appropriate Court in Grenoble. Any decision of the arbitrator or the court shall be binding upon the parties.

7.2 This agreement shall be governed by French Law.

Made in three originals, each in English.

Done in Lisbon
on

For the FCT,

João SENTIEIRO
Chairman of the Board

Done in Grenoble

on 6 December 2010

For the PSB,

Francesco SETTE
Director General

Manuel RODRIGUEZ CASTELLANO
Director of Administration