



MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Direção Geral dos Assuntos Europeus

Exmo. Senhor
Professor Doutor Paulo Ferrão
Presidente da Fundação para a
Ciência e a Tecnologia
Ministério da Ciência, Tecnologia e
Ensino Superior

VOSSA REF^a.	NOSSA REF^a.	DATA	PROCESSO
	34035/2017	21-06-2017	DGAE/BLT-83/2017

Assunto: Memorando de Entendimento entre a Fundação para a Ciência e a Tecnologia da República Portuguesa e o Fundo Nacional de Investigação do Grão-Ducado do Luxemburgo para promover a colaboração no âmbito da ciência e da investigação e para o financiamento de projetos de investigação comuns

Tenho a honra de junto remeter a V. Ex.^a, para os efeitos tidos por convenientes, cópia certificada do Memorando de Entendimento referido em epígrafe, assinado na Cidade do Luxemburgo, no dia 5 de abril de 2017.

O documento original encontra-se depositado no Arquivo Histórico-Diplomático desta Secretaria de Estado.

Com os melhores cumprimentos,


O Diretor-Geral
Francisco Alegre Duarte
Diretor de Serviços

VMO



**Memorandum of Understanding between
the Foundation for Science and Technology of the Portuguese Republic and
the Luxembourg National Research Fund of the Grand Duchy of Luxembourg to
foster collaboration in science and research and to fund joint research projects**

The Foundation for Science and Technology of the Portuguese Republic (FCT) and the Luxembourg National Research Fund (FNR) of the Grand Duchy of Luxembourg, hereinafter referred to as "Signatories",

Considering that both Signatories are in charge of fostering and supporting academic research within their own communities in their respective States;

Recognising that the very best research in all States may be delivered by working with the best researchers internationally,

Decide as follows:

I

Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding (MoU) is to foster the collaboration between the Signatories in science and research and to fund joint research projects conducted by teams from both States.

II

Areas of Collaboration

1. The Signatories will collaborate in the following areas:
 - a) Material Sciences;
 - b) Innovation in Services (covering the topics of ICT and "space");
 - c) Sustainable Resources Management (covering topics of environmental research and "space");
 - d) Biomedical and Health Sciences, and
 - e) Societal Challenges,

as defined in FNR's CORE programme.

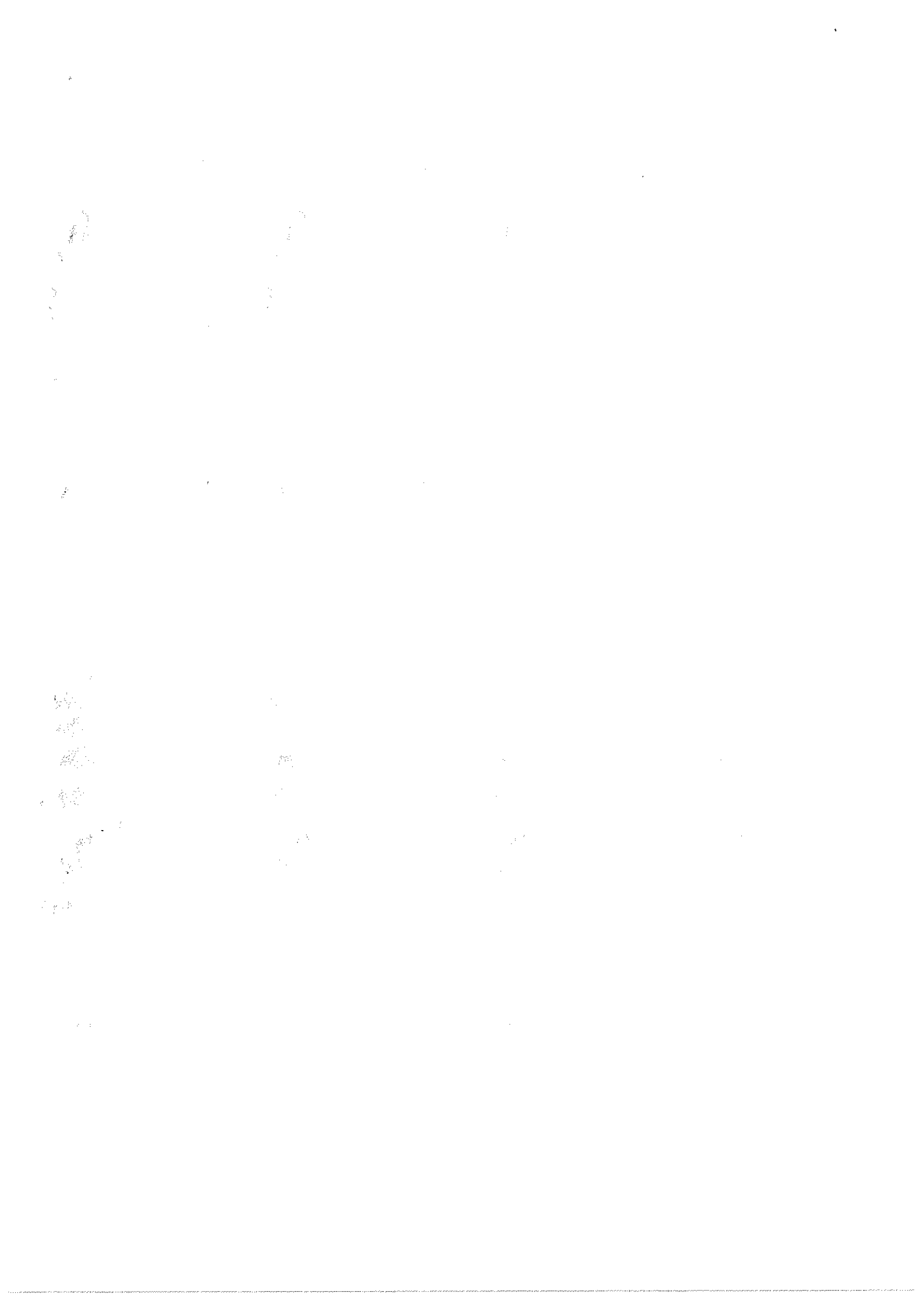
2. Other areas of mutual interest may be included by mutual consent.

III

Activities of Collaboration

The collaboration under this MoU will be carried out through the following activities:

- a) Opening calls for proposals;
- b) Receiving joint proposals;
- c) Setting up peer-review and selection procedures;





- d) Providing funding for the proposals selected for funding;
- e) Organising common workshops related to common calls or to common projects.

IV

Joint Research and Development Projects

The joint research and development projects will be implemented as follows:

- a) For applicants in Luxembourg and Portugal who fall within the overlap of their various jurisdictions, the Signatories will welcome and receive applications from eligible participants in both States;
- b) The broad framework for the collaborative mechanism (to be supplemented by more detailed guidance to applicants) will be as follows:
 - i) The joint project applications must be submitted directly to FNR, which will act from now on as Lead Agency. The application must follow the application guidelines of the Lead Agency. FNR will inform FCT of the application;
 - ii) The application should consist of a joint scientific description of the project, delineating the scientific contributions of the respective partners. Applications shall clearly differentiate the costs to be incurred by teams based in Portugal and in Luxembourg and must follow the guidelines of the respective national funding agency;
 - iii) Once an application has been submitted, the Lead Agency will inform the partner organization and asks for a formal eligibility check of the respective national project part. If the formal criteria of one of the two funding agencies are not met, the application is considered as being rejected by both funding agencies;
 - iv) Proposals will be processed and assessed by FNR according to its own rules and processes. FCT will be invited to nominate reviewers to provide input into the peer-review process of FNR and may have the opportunity to send an observer to the relevant panel. The partner agencies agree on an international peer-review procedure;
 - v) FNR will forward the results of the review process to a designated contact within FCT, including the complete, non-anonymised reviews. FCT assures the confidential treatment of this information;
 - vi) FCT will present the results of the review process to its decision body and will ask for the confirmation of the FNR's decision. Should the decision of FNR not be followed, a comprehensive explanation for this must be provided to FNR. FCT will provide its funding decision to the FNR within two months, at most;
 - vii) If no agreement can be reached between the partner organisations, the application is considered as being rejected;
 - viii) After a joint decision has been reached and a formal final funding decision has been taken by both Signatories, the two agencies will inform the applicants of the outcome. Timing of announcements related to this Memorandum of Understanding shall be coordinated by agreement with all parties;
 - ix) In the case of approval, FNR and FCT will then proceed to fund the Luxembourgish and the Portuguese components of successful applications respectively, in accordance with their existing financial practices;
 - x) Intermediary and final reports will be carried out in accordance with national guidelines;





- xi) The Signatories will have no claims on the intellectual Property rights arising from the selected projects, as the funds they provide constitute a grant in support of the research activities alone. Intellectual property rights belong to the researcher and his/her employing institution. It is of the responsibility of each scientific partner to ensure the efficient protection and the proper distribution of any intellectual property arising from the accomplishment of the joint research projects;
- xii) The research project participants shall enter into a Consortium Agreement in order to specify how intellectual property rights will be handled. A Consortium Agreement will need to be in place and reported to FNR and FCT before start of the joint research project;
- xiii) Each Signatory will endeavour to ensure that they and the funded researchers comply with best practices as well as ethical, legal and professional standards relevant to research.

V **Financing**

The activities referred to under this MoU will be financed with funds allocated under their respective budgets, subject to the availability of the said funds and to the laws governing the organization and structure of the Signatories as well as to the internal law of each State, as follows:

- a) Each Signatory will cover its own administration costs, unless otherwise jointly decided;
- b) Each Signatory will fund its own national researchers;
- c) The organisational expenses of the joint workshops will be borne by the host Signatory and the hosting research institution(s);
- d) The travel expenses of the participants would be borne by the sending Signatory or the participants themselves.

VI **Joint workshops**

Joint bilateral scientific and technological workshops in the areas of mutual interest may be organized in order to facilitate interaction and meeting of potential cooperation partners within this MoU and bring together the best Luxembourgish and Portuguese scientists in the field to discuss in depth the possibilities for collaborative projects.

VII **Changes**

This MoU may be changed at any time by mutual written consent of the Signatories.

VIII





Miscellaneous

1. The Signatories shall maintain the highest ethical and legal standards in funding research within this agreement.
2. All documents, notices and meetings pertaining to this MoU shall be in English.


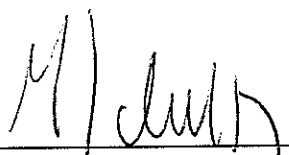
IX Entry into effect

3. This MoU will come into effect on the date of its signature for successive and automatically renewable periods of three years.
4. This MoU will cease to produce its effects on the date on which either Signatory gives written notice of its intention to terminate it at least six months prior to its expiry date.
5. The cessation of effects of this MoU will not affect the on-going projects under this MoU, unless the Signatories decide otherwise.

Signed, in Luxembourg on the 5th April 2017, in two originals, in the English language.

For the Foundation for Science and Technology
of the Portuguese Republic

For the Luxembourg National Research
Fund


Dr. Paulo Ferrão
Dr. Marc Schiltz



MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Arquivo Histórico - Diplomático

Fotocópia conforme o original.

Lisboa, 6 de julho de 2017

O Director

Margarete Jags

1) Constituída por 4 folios por um
numerados e rubricados.
Versar em língua inglesa.