

**REGULATION FOR FELLOWSHIPS  
CENTRO DE CIÊNCIAS DO MAR DO ALGARVE**

**CHAPTER I  
General provisions and types of grants**

**Article 1  
Scope**

- 1) This Regulation was approved by Fundação para a Ciência e Tecnologia, I.P. (FCT), on the 31<sup>st</sup> March 2020, in accordance with Article 7 (1) of the Law no. 40/2004, of August 18<sup>th</sup>, amended by Decree-Law no. 202/2012, of August 27<sup>th</sup>, Decree-Law no. 233/2012, of October 29<sup>th</sup>, Law no. 12/2013, of January 29<sup>th</sup>, Decree-Law no. 89/2013, of July 9<sup>th</sup> and Decree-Law no. 123/2019, of August 28<sup>th</sup> (Fellowship Holder By-Laws/Estatuto do Bolseiro de Investigação (EBI) and applies to the fellowships awarded by Centro de Ciências do Mar do Algarve (CCMAR), to fund research activities, under the terms of the following articles.
- 2) The fellowship contracts do not generate labour relations or provisions of services and the fellowship holder does not acquire a public employee status.

**Article 2  
Types of fellowships**

The types of fellowships to be awarded are as follows:

- a) Post-Doctoral Fellowships (BPD);
- b) Fellowships leading to an Academic Degree:
  - i. Doctoral Fellowships (BD);
  - ii. Doctoral Fellowships in Companies (BDE);
  - iii. Master Fellowships (BM);
- c) Fellowships not leading to an Academic Degree:
  - i. Research Fellowships (BI);
  - ii. Scientific Initiation Fellowships (BIC).

**Section I  
Post-Doctoral Fellowships**

**Article 3  
Post-Doctoral Fellowships (BPD)**

- 1) Post-doctoral Fellowships (BPD) are intended for PhDs who have been carrying out scientific research for less than three years and cumulatively meet the following conditions:
  - a) The post-doctoral research at issue should be carried out in a host institution distinct from the one where the research work leading to the award of the PhD was carried out;

- b) The research activities at issue do not require previous post-doctoral experience;
  - c) The research activities at issue shall take place over a period of three years or less;
  - d) The fellowship holder does not accumulate more than three years, consecutive or otherwise, as a BPD, including the BPD contract at issue.
- 2) In order to calculate the maximum period of the fellowship, the fellowships previously held by the candidate are included.
  - 3) Upon termination of the BPD contract, celebration of new fellowship contracts between CCMAR and the same fellowship holder are not allowed.
  - 4) For the purposes of no. 1(a), distinct host institutions are:
    - a) Different organic units of the same higher education institution;
    - b) Private law entities, and their R&D units, legally distinct from the entities where the research was or will be carried out;
    - c) Different poles or delegations of the same private law entity.

## **Section II**

### **Fellowships leading to an Academic Degree**

#### **Article 4**

##### **Purpose**

The fellowships regulated in this section are offered at students enrolled in an integrated master degree, master degree or PhD to carry out R&D activities aiming at the consolidation of their scientific training through the development of research work leading to their academic degree, integrated or not in R&D projects.

#### **Article 5**

##### **Doctoral Fellowships (BD)**

- 1) Doctoral Fellowships (BD) are offered at students enrolled in a doctoral programme to carry out R&D activities aiming at consolidating their scientific training through the development of research work leading to the award of a doctoral degree.
- 2) The duration of the BD is in principle annual, with a minimum of three consecutive months, renewable annually following positive evaluation and up to a maximum duration of four years.

#### **Article 6**

##### **Doctoral Fellowships in Companies (BDE)**

- 1) Doctoral Fellowships in Companies (BDE) are offered at students enrolled in a doctoral programme in a company setting to carry out R&D activities on a topic of interest to the company, provided it is accepted by the University that awards the corresponding doctoral degree.
- 2) The offer of BDE implies a work plan that specifies in detail the objectives, the conditions of support to the BDE holder research activity in the company and the expected interaction between the company and the higher education institution where the BDE holder will be awarded the doctoral degree. In particular, the form of articulation between the academic supervision of the doctoral degree by a university professor or researcher and the business supervision should be foreseen in a written agreement to be signed between CCMAR and the entities involved.

- 3) The duration of the BDE is in principle annual, with a minimum of three consecutive months, renewable annually following positive evaluation and up to a maximum duration of four years.

**Article 7**  
**Master Fellowships (BM)**

- 1) Master Fellowships (BM) are offered at students enrolled in an integrated Master Degree or a Master Degree aiming at consolidating their scientific training through the development of research work leading to the award of a Master degree.
- 2) The duration of the BM is, in principle, annual, with a minimum of three consecutive months,
- 3) and up to a maximum duration of two years.
- 4) A BM can be carried out in Portugal, abroad or mixed, depending on whether the work plan is fully developed in national institutions, abroad or nationally and abroad.

**Section III**  
**Fellowships not leading to an Academic Degree**

**Article 8**  
**Purpose**

The fellowships regulated in this section are offered at students with a licentiate, bachelor or master degree enrolled in a course not leading to an academic degree, to carry out R&D activities, by graduates or master, as long as they are enrolled in non-academic degree courses, which are integrated in the educational project of a higher education institution and developed in association or cooperation with one or more R&D units.

**Article 9**  
**Research Fellowships (BI)**

- 1) Research Fellowships (BI) are offered to holders of an academic degree, enrolled in a course not leading to an academic degree, to obtain scientific training in research projects or other research support activities carried out at CCMAR, notwithstanding the observation of the provisions of the previous article.
- 2) A BI may be renewed for additional periods until their cumulative total is one year.
- 3) A BI may only be awarded to those who have not exceed an accumulated period of two years, including eventual renewals, consecutive or otherwise, of this type of fellowship.
- 4) When a diploma for the course in which is enrolled is granted during the term of the fellowship contract, the BI may continue, including eventual renewals, under the terms foreseen in the contracts.
- 5) A BI can be carried out in Portugal, abroad or mixed, depending on whether the work plan is fully developed in national institutions, abroad or nationally and abroad.

**Article 10**

### **Scientific Initiation Fellowships (BIC)**

- 1) The Scientific Initiation Grants (BIC) are offered to students enrolled in a higher education professional course, a bachelor's degree, a licentiate degree, an integrated master degree or a master degree, to carry out initial R&D activities aiming at starting or continuing their scientific training, in R&D projects or other related activities developed by CCMAR.
- 2) A BIC may also be offered for initial R&D activities by holders of a Bachelor's or Licentiate degree, provided that they are enrolled in a course not leading to an academic degree integrated in the educational project of the higher education institution and developed in association or cooperation with one or more R&D units.
- 3) A BIC may not be awarded to those who have already benefited from any fellowship awarded under the EBI.
- 4) A BIC will have a maximum total duration of one year, depending on academic performance, and may not be granted for periods of less than one month.

## **CHAPTER II**

### **Fellowships award process**

#### **Article 11**

#### **Recruitment**

- 1) The calls for fellowship applications is advertised through public announcements, posted in the usual places for CCMAR general information, on the CCMAR website and on the Eracareers.pt portal. The announcements may be more widely disseminated by other means, namely educational institutions, through the Internet or through the media.
- 2) The call notice shall contain:
  - a) the objectives of the fellowship;
  - b) the duration of the fellowship;
  - c) documentation to be delivered;
  - d) the means of application;
  - e) the deadline for application;
  - f) the selection committee;
  - g) the seriation criteria;
  - h) the date and manner of publication of the results.

#### **Article 12**

#### **Selection of Candidates**

- 1) For each call, the selection committee will be composed of a minimum of three PhD holders.
- 2) Applications will be assessed in accordance with the pre-established criteria, the most relevant of which will be the merit and previous experience of the applicants, as detailed in the call notice.
- 3) Minutes shall be taken after the selection committee meetings, indicating the criteria applied and the decisions taken.

- 4) In the case of fellowships to be awarded under the framework of Research Projects funded by FCT or within the framework of the Research Unit/Associated Laboratory, or if other funding entities require so, copies of the minutes and reports of the fellowships for the corresponding period should be sent to the said entities.

**Article 13**  
**Publication of results**

- 1) The results of the evaluation shall be made public within 90 working days after the deadline for applications by means of written communication to the candidates.
- 2) The candidates have a period of 10 working days, after the publication of the results, under the preliminary hearing right, to pronounce themselves, if wanted, in accordance with the Administrative Procedure Code.
- 3) The final decision shall be taken no later than 10 working days after the conclusion of the preliminary hearing.
- 4) The final decision may be contested within 15 working days, or an appeal may be made to CCMAR Board of Directors, within 30 working days, both after receiving the notification.

**Article 14**  
**Deadline for acceptance**

The successful candidate must confirm acceptance and communicate the effective start date of the fellowship in writing within 10 working days after notification of the fellowship award.

**Article 15**  
**Fellowships by direct award**

- 1) In exceptional situations, provided the source of the fund allows, and within the legal framework, duly justified and approved by the CCMAR Board of Directors, fellowships may be awarded directly.
- 2) The direct award of fellowships does not forestall the compliance with the eligibility requirements and other conditions stipulated for each type of fellowships, being only exempt from the call for applications, under the terms of Articles 11 to 14 of this Regulation.

**Article 16**  
**Research Fellow Status**

- 1) The Research Fellow Status is automatically granted upon the signature of the contract, and always refers to the start date of the fellowship.
- 2) CCMAR shall be authorised to issue, for its fellowship holders, as well as for the fellowship holders of whom it is only a host institution, the documents proving their Research Fellow Status.

**Article 17**  
**Research Fellow Office**

The Research Fellow Office, responsible for providing information about the fellow status, is located in the CCMAR Human Resources, from Monday to Friday in the morning, and is composed by a senior technician.

### **CHAPTER III** **Fellowship regimen**

#### **Article 18** **Contract**

- 1) The fellowship award is materialized through a monthly maintenance allowance, under the conditions described in a written contract signed in duplicate by the research fellow.
- 2) The contract must contain the following information:
  - a) Identification and residence of the research fellow;
  - b) Identification of the scientific advisor or coordinator;
  - c) Identification of the host institution and funding entity;
  - d) Type of fellowship;
  - e) Place of the activity, its plan and the researcher responsible for the project;
  - f) Start and end of the fellowship;
  - g) Property information;
  - h) Indication of the existence of personal accident or occupational accident insurance;
  - i) Indication of whether or not contributions for voluntary social insurance will be made;
  - j) Date of signature;
  - k) Applicable Regulation.

#### **Article 19** **Fellowship renewal**

- 1) The fellowship may be renewed for additional periods, up to the maximum duration, and the renewal must be communicated in writing to the research fellow.
- 2) The fellowship renewal request must be addressed to the President of CCMAR Board of Directors and must include a statement by the supervisor or scientific mentor about the activities carried out and their evaluation.
- 3) In the case of BM, BDE and BD, the request for renewal must also include a report of the work carried out, a plan of future work and a statement by the academic institution in which the research fellow is enrolled.
- 4) The request for renewal must be submitted by the research fellow at least 60 days before the end of the fellowship.
- 5) The supervisor or scientific mentor shall be personally responsible for veracity and accuracy of their evaluation, in accordance with no. 2.
- 6) The renewal of the fellowship does not require a new contract and it is communicated in writing to the fellowship holder by CCMAR Board of Directors.

#### **Article 20** **Exclusivity**

- 1) Each fellowship holder may not at the same time be the beneficiary of another fellowship provided for in this Regulation.

- 2) The research fellow shall carry out its functions on an exclusive basis, and the exercise of any other paid profession or activity, public or private, including liberal profession, shall not be permitted, except as provided in the following paragraphs.
- 3) It is considered, however, compatible with the exclusivity regimen the receipt of remuneration arising from:
  - a) Copyright and industrial property rights;
  - b) Conducting conferences and lectures, short professional training courses and other similar activities;
  - c) Daily allowance and travel expenses;
  - d) Performance of duties in the host institution board;
  - e) Participation in consultative bodies of an institution other than the one to which the fellowship holder belongs, provided that with prior consent;
  - f) Participation in juries of tenders, examinations or assessments, outside the host institution;
  - g) Participation in juries and committees for the evaluation and issuing of opinions requested by national or foreign bodies;
  - h) Teaching services provided by the fellowship holder at a higher education institution with its agreement, and the prior authorisation of the host institution, if not detrimental to the fellowship work programme, provided it is up to a maximum of four hours per week, not exceeding an average of three hours per week per semester, and is not solely responsible for courses or course units.
- 4) It is also considered compatible with the exclusivity regimen the performance of activities outside the host institution, even if paid, provided that they are directly related to the fellowship activity plan or occasionally performed and does not hinder the execution of the work program.

**Article 21**  
**Work plan amendment**

The work plan amendment depends on the authorization of the CCMAR Board of Directors, and the request of the fellowship holder must be completed with the agreement statement of the supervisor.

**Article 22**  
**Mention of support**

In all the work carried out by the fellowship holder, a mention to CCMAR and the source of funding must be made, in accordance with the established conditions.

**CHAPTER IV**  
**Fellowships financial conditions**

**Article 23**  
**Components of the award**

- 1) Depending on the type of fellowship and the specific situation of the fellowship holder, the fellowship award may include the following components:

- a) Registration, enrolment or tuition fees in the case of fellowships leading to an academic degree or diploma, which amounts are set out in Table 2 of Annex I to this Regulation;
  - b) Travel allowance, when duly authorised, and daily allowance in accordance with the scale in force in the public sector.
- 2) Whenever the fellowship holder is not in national territory, provided that it is duly proven, the following components may also be added, which amounts are set out in Table 2 of Annex I to this Regulation:
    - a) One-off travel allowance;
    - b) One-off installation allowance, for stays of six or more consecutive months.
  - 3) Fellowship holders may receive a one-off allowance for participation in scientific meetings in accordance with Table 2 of Annex I to this Regulation.
  - 4) Under no circumstances food/holiday/Christmas or other allowances not expressly provided in this Regulations shall be paid.

**Article 24**  
**Monthly maintenance allowances**

- 1) The monthly maintenance allowances are set out in Table 1 of Annex I to this Regulation, which forms an integral part thereof.
- 2) The monthly maintenance allowances will be updated in the same way as the FCT Research Fellowship Regulation, and no new regulations will be required to be approved by the FCT.

**Article 25**  
**Payment frequency**

The payments due to the fellowship holders are made monthly by bank transfer.

**Article 26**  
**Other benefits**

- 1) The fellowship holder benefits from personal accident or occupational accident insurance.
- 2) The fellowship holder may benefit from a rest period, to be agreed with the supervisor, and as long as it does not exceed 22 working days per 12 months, distributed in order as not to compromise the work plan.
- 3) The fellowship holder may benefit from social security protection as referred to in Article 10 of the EBI.
- 4) The fellowship holder shall benefit from all other rights arising from the EBI, from this Regulation or from the fellowship contract.

**CHAPTER V**  
**Cancellation and termination of fellowships**

**Article 27**  
**Term**

The fellowship contract expires on its term or in accordance with the last renewal notice, and it is not necessary to issue a specific notice to this effect.

**Article 28**  
**Fellowship final report**

- 1) The fellowship holder must submit, no later than 30 days after the end of the fellowship, a final report about the activities carried out, including the communications and publications resulting from said activities, along with the statement of the supervisor or the person responsible for the activity.
- 2) Non-compliance with the provisions of the preceding paragraph, due to an event attributable to the fellowship holder, implies non-compliance with the objectives, as provided in this Regulation.

**Article 29**  
**Cancellation of the fellowship**

- 1) The fellowship may be cancelled, by reasoned decision of the CCMAR Board of Directors, in the event of non-compliance with the duties of the fellowship holder set forth in this Regulation and in the EBI, and a refund of all or part of the amounts given to the fellowship holder may be required, as the case may be.
- 2) The fellowship may be cancelled, by the fellowship holder, by sending a letter to CCMAR Board of Directors, at least 30 days in advance, unless the supervisor or scientific mentor authorizes it.
- 3) Without prejudice to the provisions of criminal law, the cancellation of the fellowship also implies the providing of false declarations by the fellowship holder, on matters relevant to the granting of the fellowship or the assessment of its development.
- 4) The facts that led to the cancellation of the fellowship will be communicated by CCMAR to FCT, for the purpose of cancelling the fellowship holder status.

**Article 30**  
**Early fulfilment and non-fulfilment of objectives**

- 1) When the objectives of the fellowship are achieved before the established deadline, the fellowship is cancelled and payment is no longer due from the end of the work onwards.
- 2) The fellowship holder who does not achieve the objectives established in the work plan, or whose fellowship is cancelled due to a serious breach of his/her duties, for reasons attributable to him/her, may be obliged to return all or part of the received amounts, depending on the circumstances, in accordance with article 18 of the EBI.
- 3) Any undue amount received by the fellowship holder must be refunded within 30 days of cancellation of the fellowship.

**CHAPTER VI**  
**Final provisions**

**Article 31**  
**Equal opportunities**

- 1) CCMAR actively promotes equal opportunities, dignity and respect for all people.
- 2) CCMAR also considers that the difference is an added value and therefore all fellowship holders are considered only for their merit, attitude and competence.
- 3) Any form of discrimination, harassment, violence, or abuse of power is totally prohibited.
- 4) No person shall be privileged, benefitted, harmed or deprived of any right or duty on account of, *inter alia*, parentage, age, gender, sexual orientation, marital status, family situation, economic situation, origin or social condition, genetic heritage, disability, chronic illness, nationality, ethnicity, territory of origin, language, religion, political or ideological beliefs and trade union membership.

**Article 32**  
**Silent cases**

The silent cases in this Regulation shall be solved by order of CCMAR Board of Directors, upon request submitted to the Human Resources Officer, taking into account the EBI principles and standards.

**Article 33**  
**Entry into force**

This Regulation shall enter into force as soon as they are approved by FCT, in accordance with current legislation.

**Table 1: Fellowship monthly maintenance allowances**

| Type of allowance                                    | Value (Euros) |        |
|--|---------------|--------|
|  | Portugal      | Abroad |
| Post-Doctoral Fellowship (BPD)                       | 1600          | 2403   |
| <i>Fellowship leading to an Academic Degree</i>      |               |        |
| Doctoral Fellowship (BD)                             | 1064          | 1865   |
| Doctoral Fellowship in Companies (BDE)               | 1064          | 1865   |
| Master Fellowship (BM)                               | 798           | 1552   |
| <i>Fellowships not leading to an Academic Degree</i> |               |        |
| Research Fellowship (BI)                             |               |        |
| (master)   | 1064          | 1865   |
| (graduates)  | 798           | 1552   |
| Scientific Initiation Fellowship (BIC)               | 412           |        |

Note: CCMAR is responsible for increasing the monthly maintenance or other allowances regulated by this Regulation, as long as previously authorised by CCMAR Board of Directors.

**Table 2: Other allowances**

| Type of allowance                             | Value (Euros) |                |
|---|---------------|----------------|
|   | Europe        | Outside Europe |
| Registration, enrolment or tuition fee        | 2750          | 8000           |
| One-off travel allowance                      | 300           | 600            |
| One-off installation allowance                | 1000          | 1000           |
| Presentation of papers in scientific meetings | 750           | 750            |

**Fellowship Contract Draft**

**FELLOWSHIP CONTRACT**

**BETWEEN:**

**FIRST CONTRAHENT:** Centro de Ciências do Mar do Algarve, private non-profit organisation, tax number 506 197 760, with headquarters at Universidade do Algarve, Campus de Gambelas, Edifício 7, 8005-139 Faro, represented by \_\_\_\_\_, holder of the citizen card no. \_\_\_\_\_, document no. \_\_\_\_\_ and \_\_\_\_\_, holder of the citizen card no. \_\_\_\_\_, document no. \_\_\_\_\_, valid until \_\_/\_\_/\_\_, in the capacity of President/Vowel of the Board of Directors, hereinafter referred to as "CCMAR";

**SECOND CONTRAHENT:** \_\_\_\_\_ (name), \_\_\_\_\_ (marital status), tax no. \_\_\_\_\_, resident in \_\_\_\_\_, hereafter referred to as "fellowship holder",

This Fellowship Contract, of which Annex I (plan of activities to be developed by the fellowship holder) is an integral part, is entered into in good faith and reciprocally accepted:

**FIRST CLAUSE**

**(Type of fellowship)**

This research fellowship contract (hereinafter referred to as the "contract") is intended to be \_\_\_\_\_ (type of fellowship) awarded by CCMAR to the fellowship holder, within the framework of \_\_\_\_\_, funded by \_\_\_\_\_.

**SECOND CLAUSE**

**(Applicable law)**

This contract shall be governed by the provisions of the following legislation:

- a) Law no. 40/2004, of August 18<sup>th</sup>, amended by Decree-Law no. 202/2012, of August 27<sup>th</sup>, Decree-Law no. 233/2012, of October 29<sup>th</sup>, Law no. 12/2013, of January 29<sup>th</sup>, Decree-Law no. 89/2013, of July 9<sup>th</sup> and Decree-Law no. 123/2019, of August 28<sup>th</sup> (hereinafter referred to as "EBI");

- b) CCMAR Regulation for Fellowships, approved by the Foundation for Science and Technology, I.P. (FCT), on March 31<sup>st</sup> 2020;
- c) CCMAR Intellectual Property Regulation;
- d) Other legislation or regulations in force in CCMAR.

### **THIRD CLAUSE**

#### **(Duration and renewal)**

1 – This contract will enter into force on \_\_\_/\_\_\_/\_\_\_\_ .

2 – This contract will last for \_\_\_\_\_ months, with the possibility of renewal for additional periods, up to the limit of the duration of the research project in which it fits, never exceeding the maximum limit of \_\_\_\_ years.

3 - The renewal of this contract does not imply a new contract and it is communicated, in writing, to the fellowship holder, by CCMAR Board of Directors.

### **FOURTH CLAUSE**

#### **(Duties)**

The fellowship holder is obliged to punctually and scrupulously comply with the duties contained in the legislation listed in Clause Two of this contract, namely by complying with the work plan attached to the application, as well as by presenting the final report of the activities carried out within the deadline, in accordance with the provisions of Article 5 and Article 12 of the EBI, as well as Article 28 of the CCMAR Regulation for Fellowships.

### **FIFTH CLAUSE**

#### **(Non-compliance)**

Non-compliance with the fellowship holder duties implies the termination of this contract and the cancellation of the fellowship holder status, in accordance with the provisions of articles 17 and 18 of the EBI and article 29 of the CCMAR Regulation for Fellowships.

### **SIXTH CLAUSE**

#### **(Place of activity and Scientific Advisor/Coordinator)**

The work plan of the fellowship holder will be developed in CCMAR Research & Development Unit, located at the University of Algarve, Campus de Gambelas, whose Scientific Advisor/Coordinator is \_\_\_\_\_ (name).

## **SEVENTH CLAUSE**

### **(Exclusivity)**

The performance of functions as a fellowship holder shall be carried out on an exclusive basis, in accordance with Article 5 of the EBI and Article 20 of the CCMAR Regulation for Fellowships.

## **EIGHTH CLAUSE**

### **(Monthly maintenance allowance)**

1 - The monthly maintenance allowance is fixed in euros\_\_\_\_\_ (\_\_\_\_\_ euros), to be paid monthly to the fellowship holder by cheque or bank transfer, in accordance with Table 1 of Annex I to the CCMAR Regulation for Fellowships.

2 - The fellowship holder may be granted a travel allowance, upon departure, within the scope of the respective project, in order to reimburse the expenses incurred by the same.

## **NONA CLAUSE**

### **(Property)**

1 - The laboratory/field/material records produced by the fellowship holder during the term of this contract are CCMAR property, and they shall remain in the possession of the latter, after the end of the fellowship, and they may not be used, under any circumstances and in any way, other than to strictly comply with the objectives arising from the Work Plan, and any transfer to third parties is prohibited.

2 - The provisions of the previous paragraph, not regarding the property, nor regarding the transfer to third parties, but regarding the rest, may be excluded by written and express authorization of the Scientific Advisor/Coordinator.

## **TENTH CLAUSE**

### **(Termination)**

This contract shall automatically end:

- a) with the ending of the activity plan;
- b) after the period for which the fellowship is awarded;
- c) with the ending of the project in which it fits;

- d) with revocation by mutual contract or change of circumstances;
- e) with the constitution of a labour relationship with the host institution;
- f) in the other situations provided for in Article 17 and with the penalties provided for in Article 18 of the EBI.

#### **ELEVENTH CLAUSE**

##### **(Occupational accidents insurance)**

The fellowship holder shall be insured for occupational accidents during this contract (CCMAR group insurance for occupational accidents), in accordance with Article 26(1) of the CCMAR Regulation for Fellowships and Article 9(1)(e) of the EBI.

#### **TWELFTH CLAUSE**

##### **(Voluntary Social Insurance)**

In accordance with Article 10 of the EBI and Article 18(2)(i)(3) of the CCMAR Regulation for Fellowships, the fellowship holder has expressed his willingness to join the voluntary social insurance regimen.

#### **THIRTEENTH CLAUSE**

##### **(Amendments)**

Any amendment to the contract, during its execution or extension, shall be subject to prior agreement.

#### **FOURTEENTH CLAUSE**

##### **(Settlement of disputes)**

It is agreed that in case of necessity and to solve all issues arising from this contract, Faro District Court shall have sole jurisdiction, with express waiver of any other.

Made in duplicate, including Annexes I and II, all copies being considered originals, one copy remaining in the possession of each Party.

Faro, \_\_\_\_\_20\_\_.

CCMAR

\_\_\_\_\_  
\_\_\_\_\_

FELLOWSHIP HOLDER

\_\_\_\_\_

**Attachments:**

**I - Plan of activities to be developed by the fellowship holder**

**II - TERMS AND CONDITIONS FOR THE PROCESSING OF PERSONAL DATA OF WORKERS, RESEARCH FELLOWS, TRAINEES AND VOLUNTEERS OF CCMAR**

**ANNEX I**

**Plan of activities to be developed by the fellowship holder**

## **ANNEX II**

### **TERMS AND CONDITIONS FOR PROCESSING OF PERSONAL DATA OF EMPLOYEES, SCHOLARSHIP HOLDERS, TRAINEES AND VOLUNTEERS**

#### **Information**

The protection of natural persons in relation to the processing of personal data is a fundamental right.

Due to the entry into force of the General Data Protection Regulation (GDPR) - 25<sup>th</sup> May 2018, we are required to inform our employees, scholarship holders and trainees about the relevant details on data processing, in accordance with Articles 13 e 15 of the GDPR.

For further information, a Data Protection Policy will be available on our intranet location, <https://www.ccmар.ualg.pt/en/page/intranet>.

#### **I – Controller Identification**

CENTRO DE CIÊNCIAS DO MAR DO ALGARVE, non-profit association, Portuguese VAT number 506 197 760, whose registered office is at *Edifício 7, do Campus de Gambelas, da Universidade do Algarve, 8005-139 Faro, Portugal*.

Telephone: 289 800 051

Email: [ccmar@ualg.pt](mailto:ccmar@ualg.pt)

#### **II – Personal Data Collected by CCMAR**

Name, address, telephone, e-mail, taxpayer number, social security number, bank identification data, marital status, signature, initials, number of dependents, number of income holders, identification document, certificate of registration as European citizen, certificate of address, professional category, type of work contract, birth date, academic qualification, country of the academic qualification, educational and training scope, affiliation and association key used in the National Science and Technology Foundation system.

#### **III - Purpose and Lawfulness of Processing**

- A. Payroll of salaries, research grants and daily allowances (Article 6, 1., (b), (c) GDPR)**  
Management of the individual registry of personal data necessary to proceed with the payroll procedures, including the payment of salaries, grants, daily allowances and other similar allowances.
- B. Financial reporting (Article 6, 1., (c) GDPR)**  
Financial reports requested by the financing entities in behalf of the expenses incurred for the execution of subventions.
- C. Annual Single Report (Article 6, 1., (c) GDPR)**  
Annual report, mandatory by Law No. 105/2009, of September 14<sup>th</sup>, regarding the social activity of the organization, containing several information that employers need to declare to the governmental labour administration.
- D. Occupational Health (Article 6, 1., (c) GDPR)**  
All the activities related to labour security and health, developed in order to preserve the protection and promotion of health at workplace, including admission and periodic medical appointments. These activities are mandatory according to Legal Framework on Safety and Health at Work.
- E. Wire transfers (Article 6, 1., (b) GDPR)**  
Payments performed on behalf of payroll procedures and reimbursement of expenses incurred during the execution of developed activities (scientific research projects, services, event organization and other similar activities related to CCMAR's nature and social purpose).
- F. Employment, personal accident and other legal insurance required under the activities and tasks performed (Article 6, 1., (c) GDPR)**  
Insurance, mandatory by Law or by the implementing rules demanded by the funding entities, such as the labour accident insurance and personal accident and insurance.
- G. Employment contracts, fellowship, internship or volunteer agreements (Article 6, 1., (b), (c) GDPR)**
- H. Professional Training (Article 6, 1., (b), (c) GDPR)**  
Information related with the training needs and with the participation accreditation of the professional courses, seminars or conferences, according to Article 130 et seq. of the Law No. 7/2009, of 12<sup>th</sup> February.
- I. Internal and external audits (Article 6, 1., (c) GDPR)**  
Audits made by official, funding or collaborative entities.
- J. Disciplinary Procedure (Article 6, 1., (b), (c) GDPR)**  
Every information needed to start a process for dealing with perceived misconduct.
- K. Attendance control (Article 6, 1., (b), (c) GDPR)**

Forms and vacation plans and also with documentation given by persons with a working contract to justify work absences.

#### **IV – Entities to and purposes for which the personal data may be disclosed**

- **Financial reporting**

- Foundation for Science and Technology, I.P. (FCT)  
Address: Av. D. Carlos I, 126, 1249-074 Lisboa, Portugal  
Tel: +351 213 924 300  
Fax: +351 213 956 519
- European Commission  
Address: Data Protection Officer, European Commission,  
1049 Bruxelles/Brussel, Belgium  
Tel: +32 2 299 11 11 (Commission switchboard)  
  
E-mail: data-protection-officer@ec.europa.eu
- Institute of Employment and Training  
Tel: +351 300 010 001  
<https://www.iefp.pt/contactos>
- National Agency of Innovation  
  
Address: Edifício NET, Rua dos Salazares, 842, 4149-002 Porto, Portugal

- **Annual Single Report**

- Office for Strategy and Planning - Ministry of Labour, Solidarity and Social Security  
Website: <http://www.gep.msess.gov.pt/>,  
<https://www.portugal.gov.pt/pt/gc21/area-de-governo/trabalho-solidariedade-e-seguranca-social/ministro>

- **Occupational Health**

- Alsanitrab - Higiene, Segurança e Saúde no Trabalho, Lda.  
Address: Rua Luís Bivar, Lt 4 A-B, 8150-156 S. Brás de Alportel, Portugal

- **Certified Public Accountant**

- Vitor Almeida & Associados, Sociedade de Revisores Oficiais de Contas, Lda.  
Address: Rua Augusto Macedo, n.º 10C, Escritório 3, 1600-794 Lisboa, Portugal

- **Authority for Work Conditions (ACT)**

- [http://www.act.gov.pt/\(pt-PT\)/Paginas/default.aspx](http://www.act.gov.pt/(pt-PT)/Paginas/default.aspx)
- **Tax and Customs Authority**
  - <http://www.portaldasfinancas.gov.pt/at/html/index.html>
- **Foreigners and Border Service (SEF)**
  - <http://www.sef.pt/portal/V10/EN/asp/page.aspx>
- **Institute of Social Security**
  - <http://www.seg-social.pt/iss-ip-instituto-da-seguranca-social-ip>
- **Employment, personal accident and other legal insurance required under the activities and tasks performed**
  - Liberty Seguros  
<http://www.libertyseguros.pt/>

#### **V – Storage Period**

Personal data shall only be retained for as long as is necessary for the purposes above described, which shall be no longer than 10 (ten) years following the termination of the contract, unless the data subject has given his/her consent.

#### **VI – Right of Access, Right to Rectification and Right to Notification (Articles 15, 16 and 19 of the GDPR)**

The data subject has the right to obtain from CCMAR confirmation as to whether or not personal data concerning him or her are being processed and access to the personal data. The email for such request is [ccmar@ualg.pt](mailto:ccmar@ualg.pt).

The data subject shall have the right to obtain from CCMAR without undue delay the rectification of inaccurate personal data concerning him or her. The email for such request is [ccmar@ualg.pt](mailto:ccmar@ualg.pt).

CCMAR will communicate any rectification to the data subject and to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort.

#### **VI –Supervisory Authority**

In case of personal data breach<sup>1</sup>, the data subject can present a complaint to the following supervisory authority: **National Data Protection Commission**, Address: Rua de São Bento, n.º 148, 3º, 1200-821 Lisboa, Tel.: 213928400, Fax: 213976832, E-mail: [geral@cnpd.pt](mailto:geral@cnpd.pt)

The subscriber declares that he/she understands all the information contained in this document and for that reason he/she is going to sign:

Faro, \_\_/\_\_/\_\_\_\_\_.

**For the Employee/Fellowship Holder/Trainee/Volunteer,**

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### **ANNEX III**

#### **Final Report Model - Fellow**

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<sup>1</sup> Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

## Final Report

Name: (fellowship holder's name)

Fellowship: (type)

Fellowship reference:

Beginning of the fellowship: (start date)

End of fellowship: (end date)

Project/Cost center: name and reference number of the project and funding entity:

Scientific Advisor: (name)

1 - Objectives of the fellowship:

2 - Fellowship results:

2.1 - Summary of the Activity Developed:

2.2 - Participation in conferences (name, place and date)

2.3: Publications: a list of the publications and works produced under the agreement, URL of the communications, publications and scientific results from the activity carried out, patent, as well as a copy of the final work, in the case of a fellowship granted for obtaining an academic degree or diploma or others).

2.4: Participation in dissemination and communication activities (place, platform, target audience, date)

2.5: Other relevant results.

Signature of the fellowship holder as per ID.

**ANNEX IV**

**Final Report Model - Scientific Advisor**

## Final Report - Scientific Advisor

To prepare, as part of its supervisory duties, a final report evaluating the fellowship holder activity, to be subsequently sent to the funding entity, particularly with regard to the activity plan compliance.

Name: (name of Scientific Advisor)

Fellowship: (type)

Fellowship reference:

Beginning of the fellowship: (start date)

End of the fellowship: (end date)

Project/Cost center: name and reference number of the project and funding entity:

Fellowship holder: (fellowship holder's name)

1 – Opinion on compliance with the plan of activities:

2 - Application of the evaluation criteria discussed with the fellowship holder at the beginning of the work plan:

Signature of the Scientific Advisor as per ID.