

## DRAFT OF CONTRAT FOR SCHOLARSHIPS

Between,

**FIRST:** The \_\_\_\_\_ (name of the entity), with registered office at \_\_\_\_\_ (address of the entity's headquarters), with the tax number \_\_\_\_\_, represented herein by \_\_\_\_\_ (name of the entity's representative), in the capacity of \_\_\_\_\_ (Director/President) of the contracting/financing entity, hereinafter referred to as "First Granter",

and,

**SECOND:** \_\_\_\_\_ (scholarship holder's name), bearer of ID card / citizen card / passport nº. \_\_\_\_\_ (ID number / citizen card number / passport number) and tax number \_\_\_\_\_ (tax number), residing in \_\_\_\_\_ (scholarship holder's address), designated as "Second Granter".

whereas,

The application requirements foreseen for the granting of the scholarship in the scope of the competition \_\_\_\_\_ (identification of the competition / reference of the opening notice of the competition), have been fulfilled and the process of evaluating the candidates and disclosing the results has been completed and the required documentation has been received.

This fellowship contract is signed in good faith and mutually accepted, under the Research Fellowship Statute, which is governed by the following clauses:

### FIRST CLAUSE

The First Granter compromise to grant to the Second Granter one scholarship \_\_\_\_\_ (scholarship type and reference of the notice open of the competition), within the project \_\_\_\_\_ (project typology) / R&D unit with the reference \_\_\_\_\_ (project or unit's reference) and with the title \_\_\_\_\_ (title), with the begin at \_\_\_\_\_ (scholarship start date), for a period of \_\_\_\_ months.

### SECOND CLAUSE

It is subsidiary applicable the FCT Research Grant Regulation, which the Second Granter declares to be aware of.

### THIRD CLAUSE

The Second Granter is obligate to make the annexed Work Plan, whose content he declares to have taken full knowledge of and to accept without reservations, from the above mentioned start date and under exclusive dedication, pursuant to article 5 of the Research Fellowship Statute.

### FOURTH CLAUSE

The Second Granter will carry out the work at the \_\_\_\_\_ (host Institution's name in accordance with the definition of the paragraph g) of the Article 3.º of the FCT Research Grant Regulation) that's Works like a host institution, with the time frame considered appropriate, having as scientific advisor \_\_\_\_\_ (advisor's name and affiliation institution).

### FIFTH CLAUSE

1. The amount of the monthly maintenance allowance awarded is \_\_\_\_\_ (€...,00).
2. The Second Granter also benefits from a personal accident insurance during the period of the scholarship, whose conditions declares to have been aware of an to accept without reservation.
3. Also, add, the following scholarship components \_\_\_\_\_

(Specify the applicable components under the terms in which they appear in the FCT Research Grant Regulation).

### SIXTH CLAUSE

The First Granter can't cancel the scholarship and the Second Granter is obligated to refund all or part of the amounts that have received in the indicated cases:

- a) Serious and repeated violation of the Second Granter duties contained in the Research Fellowship Statute and FCT Research Grant Regulation, for the reason that are attributable;
- b) Negative evaluation of the effort by the Second Granter fulfilled by the advisor or by the host entity under the terms foreseen in the FCT Research Grant Regulation;
- c) False declarations by the Second Granter about relevant matters to the granting and renovations of the scholarship or for the appreciation of its development.

#### **SEVENTH CLAUSE**

Without prejudice to the provision of the previous clause, this contract automatically closes:

- a) With the conclusion of the activity plan;
- b) End of the period by which the scholarship is award;
- c) Repeated non-compliance by one of the Granters;
- d) Revocation by mutual agreement;
- e) Constitution of a legal-employment relationship with the host entity.

#### **EIGHTH CLAUSE**

1. The legal rights and duties of the Granters are those resulting from the provisions of the Research Fellowship Statute.
2. The Scholarship holder declares has knowledge of the Research Fellowship Statute and of the applicable Regulations, and compromised to observe its dispositions.

#### **NINTH CLAUSE**

It is agreed, by mutual accord by the parties in case of necessary and for nullify all the emergent questions of the present contract it will be of the competence of the County Court of \_\_\_\_\_ (County Court's name), with express resignation of any other.

#### **TENTH CLAUSE**

Any change to be made to the contract during its performance will be subject to prior agreement in writing.

#### **ELEVENTH CLAUSE**

1. The present contract produced effects on the date of its signature by the both Granters.
2. The granting of the scholarship assigned under the terms foreseen in the FIRST CLAUSE of the present agreement can't be renewed for additional periods of (...) months, up to a maximum of (...) months, pursuant to article 15.º of the FCT Research Grant Regulation.
3. [ONLY TO RESEARCH FELLOWSHIP TIPOLOGY, otherwise withdraw]: The Grant of the academic degree (or diploma) during the term of this contract not prejudice the production of the effects under the same, being able to grant the scholarship referred to in the previous

paragraph may be subsequently renewed, provide that it is intended to carry out activities that are essential for the conclusion of the project (...).

4. The concrete definition of the activities referred in the previous number is the competence of the First Granter, after hearing the Second Granter and the scientific Advisor, they must be included in the agreement to be signed, as provided for in the previous clause.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_

First Granter

Second Granter

\_\_\_\_\_  
(Entity's signature and stamp)

\_\_\_\_\_  
(Scholarship holder signature or from his attorney)