

## **REGULATIONS FOR SCIENTIFIC RESEARCH FELLOWSHIPS**

### **Chapter I General Provisions**

#### **Article 1**

##### **Scope**

This regulation, approved by the Foundation for Science and Technology under Law No. 40/2004, of 18 August, as amended by Decree-Law 123/2019 of 28 August, applies to research fellowships granted by i3S - Institute for Research and Innovation in Health of the University of Porto, hereinafter referred to only as i3S, for the pursuit of research and development activities by the fellow, hereinafter referred to as R&D activities, which encompass activities for the production and dissemination of knowledge, including research activities derived from scientific curiosity and activities based on practice and oriented towards professional development, as well as the promotion of scientific culture, management and communication of science and technology.

#### **Article 2**

##### **Types of Fellowships**

The types of scholarships to be granted are the following:

- a) Postdoctoral Research Fellowships (BIPD);
- b) Research Fellowships (BI);
- c) Research Initiation Fellowships (BII);

#### **Article 3**

##### **Postdoctoral Research Fellowships (BIPD)**

- 1. Postdoctoral Research Fellowships are intended for PhD holders, who, having obtained the degree less than three years ago, intend to carry out R&D activities that require no postdoctoral experience.
- 2. This type of fellowship can only be awarded by i3S if the research work conducive to obtaining the doctoral degree has been developed in another institution.
- 3. Ordinarily, the duration of this type of fellowship is a year, extendable up to a maximum of three years. Periods shorter than three consecutive months will not be accepted.
- 4. The research activities to which paragraph 1 refers must have a duration and execution period of 3 years or less.
- 5. PhD holders who benefit from this type of fellowship cannot exceed, upon concluding the scholarship contract, an accumulated period of three years under this type of scholarship, either consecutive or interpolated. All host entities to which they have been linked add to the calculation.

6. The term referred to in the previous two paragraphs includes possible renewals.
7. PhD holders who benefit from this type of fellowship cannot enter into a new contract of this type with i3S, even if it is yet to reach the deadlines referred to in paragraph 5.

#### **Article 4**

##### **Research Fellowships (BI)**

1. Research fellowships are intended for:
  - 1.1. Students enrolled in doctoral programs (BID), in Portuguese or foreign universities, aiming at the consolidation of their scientific training through the development of research work conducive to obtaining the respective academic degree, whether or not integrated into research projects, including the attendance of doctoral programs, when applicable.
  - 1.2. Master's or Integrated Master's (BIM) students, aiming at consolidating their scientific training through the development of research work conducive to obtaining the respective academic degree, whether or not integrated into research projects;
  - 1.3. Bachelor's and Master's graduates (BING), enrolled in non-academic degree courses integrated into the educational project of a higher education institution, developed in association or cooperation with one or more R&D units.
2. Ordinarily, the duration of this type of fellowship is a year and cannot be awarded for periods of less than three months.
3. Fellowships can be renewed for additional periods until they reach:
  - 3.1. Four years, for students enrolled in doctoral programs (BID);
  - 3.2. Two years, for Master's or Integrated Master's (BIM) students;
  - 3.3. One year for Bachelor's and Master's graduates enrolled in non-academic degree courses (BING).

#### **Article 5**

##### **Research Initiation Fellowships (BII)**

1. Research Initiation Fellowships are intended for students enrolled in higher education, namely professional technical higher education, undergraduate studies or in the first 180 credits corresponding to the first six curricular semesters of integrated master's work, aiming at the beginning of their scientific training through the integration in R&D projects.
2. These fellowships may also be used for research initiation work to be carried out by holders of academic degrees, namely bachelor's or master's degrees and associate's degree (the former *bacharelato* degree), who are enrolled in non-academic degree courses integrated in the educational project of a higher

education institution developed in association or cooperation with one or more R&D units.

3. The minimum duration of this type of fellowship is three months and can be renewed up to a maximum of one year.
4. PhD holders who benefit from this type of fellowship cannot exceed, upon concluding the scholarship contract, an accumulated period of three years under this type of fellowship, either consecutive or interpolated. All host entities to which the PhD holder has been linked add to the calculation.

## **Chapter II**

### **Awarding process of the fellowships**

#### **Article 6**

##### **Calls for tender**

1. The opening of calls for tender is advertised through publication on the i3S website and on the [Era Careers](#) portal, and through other means deemed appropriate.
2. The announcements must mention the applicable legal regulation and where it may be consulted, funding sources, as well as the elements contained in n. 1 of article 6 of Law no. 40/2004, of 18 August, in the wording of Decree-Law 123/2019 of August, namely:
  - a) description of the type, purposes, object and duration of the fellowship, including the activity plan and the objectives to be achieved by the candidate;
  - b) the financial components, frequency and method of payment of the fellowship;
  - c) the categories of recipients;
  - d) the fellowship's contract model as well as of the final reports to be prepared by the fellow and by the scientific advisor, and the respective evaluation criteria;
  - e) the terms and conditions for renewing the fellowship, if applicable;
  - f) the applicable regime regarding information and publicity of the funding granted.
3. Whenever the call for proposals is not required by the funding program, and the financing is not made with public funds, it will be at the discretion of the Board of Directors or the Management Committee, by delegation of the Board, to promote it or not, through a duly substantiated proposal from the researcher responsible for the project.

#### **Article 7**

##### **Applications**

1. National and foreign citizens can apply for i3S fellowships.

2. Applications must be submitted by letter of intent, accompanied by the following documents:
  - a) documents proving that the applicant meets the conditions required for the respective type of fellowship;
  - b) candidate's résumé;
  - c) activity plan to be developed in cases where it is not included in the fellowship announcement;
  - d) other documents required in the tender call announcement.
3. The documents proving the attainment of an academic degree or its recognition by a Portuguese University, if it was awarded by a foreign higher education institution, can be replaced by a declaration of honor by the applicant, followed by the condition being checked upon the execution of the fellowship contract.

## **Article 8**

### **Evaluation of applications**

1. The evaluation of applications will be based on the candidate's academic curriculum, plus specific criteria, provided in the tender call, such as previous research activity and others that display the appropriate profile for the work plan to be developed.
2. The definition of the specific criteria and the evaluation will be carried out by a jury, composed of at least three members with a PhD degree.

## **Article 9**

### **Release of results**

1. The results of the evaluation are released within 90 working days after the deadline for submitting applications, by means of written communication to candidates by email and publication on the Institute's website.
2. Objections to the final results can be submitted in writing within 10 working days after their release and addressed to i3S.

## **Article 10**

### **Granting of fellowship holder status**

The fellowship holder status is automatically granted with the conclusion of the fellowship contract, always referring to its beginning.

## **CHAPTER III**

### **Fellowship scheme**

#### **Article 11**

##### **Fellowship contract**

1. The fellowship is granted through the awarding of an allowance, under the conditions described in the research fellowship contract, in attachment, reduced to writing and signed in duplicate by the fellow and i3S; an agreement signed by the fellow regarding industrial and intellectual property rights must also be appended.
2. The contract must contain the following information:
  - a) identification and residence of the fellow;
  - b) type of fellowship awarded;
  - c) indication of the location of the activity, respective plan and scientific coordinator or researcher responsible for the project;
  - d) indication of start and end of the fellowship;
  - e) indication of whether a personal accident insurance is in effect;
  - f) mention of the right to reimbursement in the event of joining the voluntary social insurance scheme;
  - g) the date of conclusion of the contract.

#### **Article 12**

##### **Renewal**

1. The fellowship may be renewed for additional periods up to the maximum duration.
2. The application for fellowship renewal must be submitted by the fellow up to 30 days before its end. It must be accompanied by a report of the work carried out and the opinion of the supervisor or person in charge, and indicate the renewal period.
3. In the absence of a response within 30 days, the request is considered automatically approved.

#### **Article 13**

##### **Exclusiveness**

1. The fellow cannot simultaneously be a beneficiary of any other grant unless there is an agreement between funding entities.
2. The functions of the fellowship holder are executed on an exclusive dedication basis, under the terms and exceptions established in article 5 of Law no. 40/2004, of August 18, in its current wording.
3. The exercise of teaching functions by the fellow requires prior authorization; the request must be addressed to the i3S Board of Directors and accompanied by the opinion of the supervisor or person in charge.

#### **Article 14**

##### **Mention of support**

In all works carried out by the fellow, mention must be made of the fact that they are financially supported by i3S, notwithstanding the mention to the funding entity and program.

#### **Article 15**

##### **Interim reports**

1. Fellowship holders must deliver interim reports in accordance with what is required by the Funding Program.
2. The interim reports must contain the elements defined for the final reports.

### **CHAPTER IV**

#### **Financial terms and conditions for the fellowship**

##### **Article 16**

##### **Components of the fellowship**

Depending on the type of fellowship and the applicant's situation, the fellowship may include the following components:

- a) monthly maintenance allowance;
- b) for fellowships with a duration of six months or more, allowance for compensation of charges concerning Social Security, corresponding to the first step referred to in article 180 of the Code of Contributory Schemes of the Social Security Welfare System, after proof of payment by the fellow;
- c) travel stipends and subsistence allowances, when duly authorized;
- d) enrollment or tuition allowance, provided they are duly substantiated and authorized, based on the merit of the work carried out and if not supported by other funding.

##### **Article 17**

##### **Amounts of the components of the fellowship**

1. The amounts of the fellowship components will respect the unitary or global limits imposed by the Funding Program.
2. The value of the fellowships included in R&D projects or units funded by the Foundation for Science and Technology and other fellowships whose value is not determined by the funding program are those contained in the table attached to this regulation, exception made to what is mentioned in the following paragraph.

3. In duly substantiated cases, taking into account the experience and/or the fellow's academic degree, and with other sources of funding than the Foundation for Science and Technology, the fellowship's value may be higher than that contained in the aforementioned table.
4. Whenever the fellow is not in the host institution's country, they may also add the components of a single travel allowance and/or a single installation allowance for stays of six or more consecutive months.
5. The allowances referred to in the previous paragraph must be eligible under the funding program or be financially available.

### **Article 18**

#### **Payment frequency**

Payments due to fellowship holders are made monthly, preferably by bank transfer, at the end of the corresponding month.

### **Article 19**

#### **Personal accident insurance**

All fellowship holders benefit from personal accident insurance.

### **Article 20**

#### **Social security**

1. Fellowship holders can ensure their right to Social Security by joining the voluntary social insurance scheme under the terms established in the Research Fellowship Holder Statute, approved by Law No. 40/2004, of August 18, in the wording of Decree-Law 123 / 2019 of August 28, no later than 3 months after the start of the fellowship.
2. The suspension of activities legally provided due to parenthood and adoption is made without compromising the payment of the fellowship for the corresponding time, which is extended for equivalent duration, notwithstanding the following paragraph.
3. In the case of fellowships included in projects, the fellowship extension mentioned in the previous paragraph may not occur, in whole or in part, if the duration of the project does not allow it.
4. All instances of illness, assistance to sick minors, assistance to the disabled, assistance to children, and assistance to the family, will be supported by Social Security, with only the suspension of the fellowship for the corresponding period.



## **CHAPTER V**

### **Termination and cancellation of fellowships**

#### **Article 21**

##### **Final reports**

Up to thirty days after the end of the fellowship, unless another term is imposed by the Funding Program:

1. The fellow must present a final appraisal report of the fellowship program, which must include a description of the activities carried out, as well as communications and publications resulting from the said activity, according to Annex II to these Regulations.
2. The supervisor or person responsible for the fellow's activity must present a final report evaluating his/her activity, according to Annex III to these Regulations.

#### **Article 22**

##### **Cancellation of fellowship**

1. The fellowship may be canceled, by a reasoned decision on the part of i3S, when there is a failure to comply with the fellow's duties in these Regulations and Law no. 40/2004, of August 18, in its current wording.
2. Notwithstanding the provisions of penal law, any false declarations by the fellow on relevant matters for the awarding or renewal of the fellowship, or for the assessment of its development, shall lead to the cancellation of the fellowship.
3. Cancellation at the initiative of the fellow, i.e., termination of the fellowship, must be made preferably 30 days in advance.

#### **Article 23**

##### **Sanctions**

The fellow who does not attain the objectives established in the approved work plan or whose fellowship is canceled due to a serious violation of their duties may be, depending on the circumstances of the specific case, bound to refund all or part of the sums they have received.



## **CHAPTER VI**

### **Final provisions**

#### **Article 24**

##### **Duty of confidentiality**

1. The fellow undertakes to commit to maintaining the strictest confidentiality regarding all technical knowledge, plans, documents or confidential information that they obtain or have access to in carrying out the activities inherent to the execution of the fellowship, and cannot communicate, copy, reproduce, disseminate or publish them without prior and express consent by i3S.
2. The duty of secrecy to which the terms of the previous number refer will remain in effect for a period of one year after the end of the fellowship.

#### **Article 25**

##### **Fellowship Holders' Support Unit**

1. The i3S Fellowship Holders' Support Unit aims to provide all information regarding the fellow's status.
2. This unit will consist of the i3S Human Resources department, which the fellows will be able to contact within operating hours or by any written means.

#### **Article 26**

##### **Omissions**

For everything not covered in these Regulations, the principles and norms contained in the Research Fellowship Holder Statute, approved by Law no. 40/2004, of August 18, are subsidiarily applicable, with the necessary adaptations and in the following order, in its current wording, the Foundation for Science and Technology's Regulation for Studentships and Fellowships, I.P., Regulation no. 950/2019, of 16 December, other FCT regulations, and the regulations of the respective Funding Program.

#### **Article 27**

##### **Entry into force and effect**

This regulation comes into force immediately with the approval of the Foundation for Science and Technology, IP.

## Annex I

**Table I**  
**Monthly maintenance allowances**

Type of fellowship	Amount (€) in Portugal	Amount (€) abroad
Postdoctoral Research Fellowships (BIPD)	1.646,00	2.457,03
Research Fellowships (BI)		
BID – doctoral students	1.104,64	1.913,65
BIM – MSc students	835,98	
BING – graduates enrolled in non-academic degrees		
BSc	835,98	
MSc	1.104,64	
Research Initiation Fellowships (BII)	446,12	-

**Table II**  
**Other support**

Type of support	Amount (€)
One-off travel fee	300,00
One-off instalation fee	1.000,00

**Annex II**  
**Final report template to be prepared by the fellow (article 12 f. of the**  
**Research Fellowship Holder Statute)**

**FINAL ACTIVITY REPORT**

..... (fellow's full name) hereby  
presents the Final Report referring to the .....  
(identification of the type of scholarship), within the scope of  
..... (definition of grant/project area),  
coordinated by Prof. Doctor .....

(In this document, the following aspects should be addressed)

Presentation of the object of the fellowship and the respective objectives  
(to be completed by the fellowship holder)

Chronological identification of the work developed within the scope of the  
aforementioned Fellowship (to be completed by the fellowship holder)

Presentation of the results achieved (to be completed by the fellowship  
holder)

Self-assessment by the fellowship holder (to be completed by the fellowship  
holder)

Attachments to include in electronic format: Publications and other  
assignments prepared within the scope of the Fellowship Contract,  
including Final Dissertation, in the case of a fellowship awarded to obtain  
an academic degree or diploma.

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

\_\_\_\_\_  
(Signature of fellowship holder)

**Annex III**  
**Template of the final report to be prepared by the scientific supervisor (article 5-A no. 2d of the Research Fellowship Holder Statute)**

Final report template to be prepared by the scientific supervisor

Within the scope of the fellowship .....  
(identification of the type of fellowship), in the field of .....  
..... (definition of grant/project area), developed  
by the fellowship holder ..... (identification of  
fellow), I hereby present, according to article 13 no. 1 b) of Law no.  
40/2004, of 18 August, the due Final Evaluation Report.

(In this document, the following aspects should be addressed)

Critical analysis of the work developed by the fellow  
(to be completed by the supervisor)

Final evaluation of the work developed (to be completed by the supervisor  
with a clear mention of the evaluation criteria)

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

\_\_\_\_\_  
(Signature)



**Annex IV**  
**Draft fellowship contract**

**RESEARCH FELLOWSHIP CONTRACT**

**BETWEEN:**

**FIRST: i3S - Institute for Research and Innovation in Health, University of Porto**, headquartered at Rua Alfredo Allen 208 4200-135 Porto, with VAT no. 515769053, represented in this act by \_\_\_\_\_ (Name) and by \_\_\_\_\_ (Name), as members of the Board of Directors, hereinafter referred to as “First Party”, and

**SECOND: \_\_\_\_\_ (Name of Fellow)**, bearer of CC/Passport no. \_\_\_\_\_ valid until \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and VAT no. \_\_\_\_\_, resident in \_\_\_\_\_, hereinafter referred to as “Second Party”,

concluded in good faith and reciprocally accepted this research fellowship contract, which is governed by the provisions of the Research Fellowship Holder Statute and the following clauses:

**CLAUSE ONE**

The First Party undertakes to grant the Second Party a Fellowship \_\_\_\_\_ (type and reference of fellowship) within the scope of the Project \_\_\_\_\_ (Title and reference of project/funding) starting on \_\_\_\_\_ (Start date), for a duration of \_\_\_\_ months, possibly renewable up to a maximum of \_\_\_\_\_ months.

**CLAUSE TWO**

1. The Second Party undertakes to carry out the activity plan attached to this contract, the content of which it declares to have taken full knowledge and to accept without reservation, from the start date mentioned above and in an exclusive dedication regime, under the terms of article 5. of the Research Fellowship Holder Statute in its current wording and to deliver the interim and final reports in a timely manner, in accordance with the i3S Regulation for Studentships and Fellowships.
2. The Second Party declares to have been made aware of the i3S Regulation for Studentships and Fellowships and its Statute provided for in Law No. 40/2004, of August 18, in its current wording, under the terms of which this fellowship is granted, as well as of the i3S Code of Conduct.

**CLAUSE THREE**

1. The Second Party will develop their activity at i3S, located at Rua Alfredo Allen, 208, Porto, which functions as a Host Institution, with \_\_\_\_\_ as Scientific Supervisor (Name of Supervisor).

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EM SAÚDE  
UNIVERSIDADE  
DO PORTO**

Rua Alfredo Allen, 208  
4200-135 Porto  
Portugal  
+351 220 408 800  
info@i3s.up.pt  
[www.i3s.up.pt](http://www.i3s.up.pt)

2. The Second Party may carry out activities in other laboratories indicated by their Supervisor, provided that they are communicated in advance to the i3S Board of Directors by the Supervisor.

#### **CLAUSE FOUR**

1. The amount of the monthly maintenance allowance awarded is \_\_\_\_\_ (€ 00.00).
2. The Second Party also benefits from personal accident insurance during the fellowship period, with the policy number \_\_\_\_\_, from the Insurance Company \_\_\_\_\_.
3. As long as the scholarship lasts 6 months or more (art. 10 of Law no. 40/2004 of 18 August, in its current wording), the fellowship holder may also be allocated a monthly amount resulting from the contributions that fall on the first tier referred to in art. 180 of the Code of Contributory Schemes of the Social Security Welfare System, with the increase of charges arising from the option for a higher incidence base on its own.
4. The Second Party declares their \_\_\_\_\_ intention (or not) to join the voluntary social insurance scheme.
5. The allocation of this extra amount depends on the fellowship holder's proof of having adhered to the voluntary social insurance scheme, through the presentation of proof of payment, up to three months after its onset.

#### **CLAUSE FIVE**

By reasoned decision of i3S, this fellowship contract may cease, with the consequent cancellation of the Fellowship Holder Statute, in the following situations:

- a) Repeated non-compliance with the duties of the Second Party for reasons imputable to them, namely, for not achieving the objectives established in the approved activity plan;
- b) When it is substantiated that the fellow has made false statements.

#### **CLAUSE SIX**

Notwithstanding the provisions of the previous clause, this fellowship contract automatically terminates with the completion of the activity plan, with the expiration of the period for which the fellowship is awarded, with the revocation by mutual agreement or change of circumstances, or with the constitution of a legal-labor relationship agreement with the host institution.

## **CLAUSE SEVEN**

1. The Second Party undertakes to:
  - a) Keep absolute secrecy about everything that concerns the activity of the host institution/First Party and the projects in which they have participated or become aware of;
  - b) Not keep copies, duplicates, reproductions or transcripts of the information and documents of the host institution/First Party to themselves;
  - c) To return to the host institution/First Party, on the date of termination of this contract, any documents or other materials, property of the host institution/First Party;
2. The confidentiality obligation resulting from this declaration will be in force during and after the termination of this employment contract, whatever the reason for termination. However, it will not cover trivial information and the experience and skills acquired by the fellow throughout the normal course of their work, as well as information that is generally known to people within the circles that usually deal with the type of information in question or to whom they are easily accessible.
3. In case of breach of any of the confidentiality obligations expressly assumed, the Second Party undertakes to compensate the host institution/First Party for any and all damages resulting from such breach, including lost profits and attorneys' fees and/or court fees in which it will incur or have to endure due to said breach.

## **CLAUSE EIGHT**

1. In order to allow the management of the Fellow's individual process and to fulfill the contractual and legal duties of the host institution/First Party, in this act, the Second Party expressly authorizes the treatment and processing of his personal data, by the host institution/First Party, obtained under this contract, namely: name, ID numbers, issuing body and dates of issue and validity, VAT number, address, telephone numbers, date and place of birth, marital status, number of dependents, Social Security number, academic qualifications, bank identification number, or others.
2. The Second Party also authorizes the communication or information of their personal data, mentioned in the previous number of this clause, to any and all entities, public or private, whenever the host institution/First Party imposes the duty to inform in order to comply





with legal and regulatory requirements arising from the employment relationship now established.

3. The Second Party expressly declares that they are aware of their right to oppose the processing of data, as well as of the ways and means available to them to correct, verify and/or eliminate their personal information, conforming with a request from the First Party.
4. For the purpose of fulfilling the duties of the host institution/First Party mentioned in paragraph 2 of this clause, the Second Party undertakes to communicate all changes to personal data, as well as to keep pertinent documents updated and valid.

#### **CLAUSE NINE**

The i3S Regulation for Studentships and Fellowships currently in force, of which the fellow declares to be aware, is applicable.

#### **CLAUSE TEN**

In the event of any dispute arising from this contract, whether concerning its validity or any clause or conditions comprising it, whether it relates to its interpretation or its execution, the Parties will seek an amicable solution to resolve it; should an amicable settlement not be at all possible, the Judicial Court of the District of Porto will be competent to settle the dispute, with express waiver of any other jurisdiction.

#### **CLAUSE ELEVEN**

Any changes to the contract in the course of its execution or eventual renewal must be made by written agreement to be granted by the Parties.

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

The First Party

The Second Party

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attachment: Activity plan

Regulation on Intellectual Property Rights of i3S

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DO PORTO**

Rua Alfredo Allen, 208  
4200-135 Porto  
Portugal  
+351 220 408 800  
info@i3s.up.pt  
[www.i3s.up.pt](http://www.i3s.up.pt)