

INESC PORTO GRANTS REGULATION

I - GENERAL PROVISIONS

Clause 1 (Purpose of grants awarding)

1. INESC Porto - Instituto de Engenharia de Sistemas e Computadores do Porto, in order to promote and encourage advanced training in areas of research and technological development directly related to its activity, awards grants to conclude an academic post graduated degree and to carry out scientific research activities as well as grants for pursuing activities of technical support to research.
2. This regulation was approved by Fundação para a Ciência e a Tecnologia (Science and Technology Foundation), hereinafter designated as FCT, according to Law 40/2004, dated 18 August, which approves the Research Grant Holder Statute.

Clause 2 (Beneficiaries of Grants)

1. Grants to conclude a degree and to pursue research activities will be awarded to higher education graduates or to those who possess an equivalent academic degree, by Portuguese or foreign higher education institutions.
2. Grants for technical support to research and scientific initiation grants can also be awarded to individuals with no higher education degree.

Clause 3 (Types of Grants)

1. INESC Porto's grants awarded with the purpose referred in Clause 1, must be one of the following types:
 - Grants to conclude a degree or an academic post graduated diploma:
 - a) PhD Grants (BD);
 - b) MSc Grants (BM);
 - Research grants to support scientific research activities, technological development, experimentation, technology transfer or support to research:
 - c) Invited-Scientists Grants (BCC)
 - d) Post-Doc grants (BPD);
 - e) Research grants for Masters (BI-M) and BSc graduates (BI-BL);
 - f) Grants for technical support to research, aimed at higher education graduates (BTI-BL) or technicians with no higher education degree (BTI-S);
 - g) Scientific Initiation grants for higher education students (BIC-A).
 2. The description and the conditions of the several types of grants is included in Annex I of this Regulation, which will be updated whenever necessary.
 3. In addition, INESC Porto may award grants, in the framework of research projects funded by FCT or in the framework of the R&D Unit/Associated Laboratory, or in the framework of other national programmes, under the conditions established by them, presented in Annex II of this regulation, which will be updated whenever necessary.
 4. Scientific research grants may also be awarded in the framework of specific programmes namely those promoted by the European Community, establishing special conditions for such grants (BIC-RE).
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Clause 4
(Grants Regulation)

1. The Research Grant Holder Statute approved by Law 40/2004, dated 18 August, hereinafter designated as Grant Holder Statute and further applicable legal provisions shall rule the above-referred grants, in respect to anything that may not be expressly stated in the present regulation.
2. Grants referred to in Clause 3, number 3, shall be governed by the rules issued by FCT, by this regulation and by the Grant Holder Statute.
3. Grants referred to in Clause 3, number 4 shall be governed by the specific rules defined in each programme under which they have been awarded, as well as by this regulation.

Clause 5
(Hosting of grant holders from other institutions)

1. Besides awarding Grants for obtaining a degree or for research, INESC Porto may also host grant holders in the framework of specific programmes, namely from the European Community, or from other institutions, national or foreigner, provided that their work is carried out in areas related to those pursued by INESC Porto, thus being their host institution.
2. INESC Porto may co-fund the grants referred to in the previous number.
3. Grant holders hosted under the above-mentioned conditions, must sign a Statement of Acceptance of all internal rules and procedures of the institution, as well as obligations resulting from this Regulation, as far as they do not conflict with the specific regulations of their grants.
4. As a host institution, INESC Porto agrees to fulfil all duties and obligations, particularly those established in clauses 13 and 15 of the Grant Holder Statute.

II -GRANT AWARD

Clause 6
(Recruitment)

1. The recruitment of grant holders will be preceded by the publication of announcements in the places usually reserved to general information, and possibly by other means reaching wider audiences, namely at Universities, in the Internet or mass-media.
2. A copy of all the announcements shall be sent to FCT two weeks before the beginning of the period for accepting applications.
3. The announcements shall contain information about the starting date and duration of the period for accepting applications, the required profile according to the purpose of the grant, as well as the selection criteria.
4. The information required by Clause 6 of the Grant Holder Statute that is not included in the announcement itself, shall be presented by means of indicating the web page where it may be found.

Clause 7
(Selection of applicants)

1. The selection will be made by a jury composed at least by three member holding a PhD degree, and will be based on the following criteria, by decreasing order of importance:
 - a) Academic Curriculum relevant to the scientific area of the project;
 - b) Proximity between the scientific fields of specialisation and the activity of INESC Porto where the activity will take place;
 - c) Previous experience.
 2. All the decisions taken and the criteria applied by the jury must be stated in an official minute.
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3. Regarding grants awarded under number 3, clause 3, INESC Porto must send copies of the selection minutes to FCT or to other entities responsible for awarding the grants, together with the project or the activity report of the unit for the correspondent period.

Clause 8
(Announcement of Awards)

1. The results of the selection shall be notified to the applicants within 30 days after the deadline to receive applications, by means of a written communication, which may be sent by e-mail.
2. Within 5 days after being notified, the applicants may appeal from the decision to the board of Directors of INESC Porto.

Clause 9
(Grant Formal Procedures)

1. The grant awarding process must include the following documents:
 - a) Proposal signed by the scientific advisor;
 - b) Work plan clearly stating main objectives to be accomplished;
 - c) Certificate of the academic degree;
 - d) *Curriculum Vitae* duly signed by the applicant;
 - e) Letter of acceptance from the institution where the PhD or Master Degree will take place (if applicable).
2. Grant Holders must sign a Grant Contract according to Annex III of this Regulation.

Clause 10
(Scientific Research grant holder statute)

1. The research grant holder statute is automatically granted with the signature of the Grant contract, and shall be effective from the starting date of the grant. Whenever necessary, INESC Porto or FCT shall issue a statement proving this statute.
2. INESC Porto is responsible for issuing all documentation necessary for Grant Holders under the Research Grant Holder Statute regardless of who has awarded the grant.

Clause 11
(Grants Duration and Renewal)

1. Grants shall be awarded for a period of 12 months, being renewable for the same period, up to the maximum duration allowed for each type of grant, following the decision of the Board of Directors of INESC Porto.
2. Exceptionally, grants may be awarded for a period shorter than 12 months, so that their conclusion is included in the project duration period.
3. The renewal proposals, which must be well-supported and accompanied by the scientific advisor's statement, shall be presented in a specific form to the board of Directors of INESC Porto thirty days before the term of the grant, duly accompanied by the scientific advisor report, an activity report and a work-plan for the requested renewal period.
4. Beneficiaries of MSc grants must present, in the term of the first year, a document proving they have successfully finished the academic part of the course. Failing to present such document may lead to the suspension of the payment until the situation is cleared.

Clause 12
(Budgetary and financial grant conditions)

1. The global expenditure of INESC Porto's grants is established in the annual budget, and an estimate of all grants must be included in each Unit or Department's budget.
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2. The Board of Directors of INESC Porto shall decide annually on the monthly allowance for each type of grant described in Annex I, having as reference the values approved by FCT to similar grants.
3. The amounts of the grants referred in number 4, clause 3 are those defined in the programme or project awarding them.
4. Grants shall be paid monthly, by bank transfer to the bank account of the grant holder.
5. Grant Holders are not entitled to any other subsidies beyond those referred to in this regulation.

Clause 13
(Additional payments)

1. Under article 5, number 5 of the Grant Holder Statute, all grant holders may receive additional payments due to their technical or scientific activities, within the scope of contracts signed between INESC Porto and other public or private national, foreign or international entities as long as they are related to the activity plan of the grant, provided they do not have a permanent nature.
2. The above-mentioned payments are the result of a specific appraisal process, made every three months, having as limits those annually established by the Board of Directors of INESC Porto.

III - RIGHTS AND OBLIGATIONS OF THE GRANT HOLDERS

Clause 14
(Exclusive dedication)

1. Except as permitted under numbers 3 and 4 of the Grant Holder Statute, grants awarded by INESC Porto are granted in an exclusive dedication basis. Therefore, grant holders may not perform any other public or private paid activity, including working as an independent professional.
2. In order to carry out the activities foreseen in numbers 4 and 5 of the Grant Holder Statute (external activities to the host institution and teaching activities) the grant holder must previously agree the conditions with INESC Porto and also request the Board of Directors' express authorization.

Clause 15
(Assiduity)

1. Regarding assiduity and working hours, Grant Holders shall observe the internal rules in effect at INESC Porto or those established by their scientific advisor.
2. The non-compliance with the above-mentioned obligation will cause the immediate suspension of payments, until the reasons that motivated the infraction are made clear.
3. The repeated absence from work is considered as a serious infraction and may lead to the cessation of the grant contract.

Clause 16
(Confidentiality Obligation)

Grant Holders shall keep the confidentiality of all the information to which they have access to in the course of their activity at INESC Porto, being obliged to sign the "Confidentiality Agreement", in force at INESC Porto.

Clause 17
(Collaboration with INESC Porto)

1. Grant Holders shall make all efforts to analyse and solve the problems submitted by their scientific advisor or the researcher responsible for the R&D project where they are integrated in. During the execution of the work plan, Grant Holders shall act according to the guidelines of the scientific advisor, providing all the information and performing all the tasks that may be appointed to them.
2. During the participation in R&D projects, Grant Holders may make public their scientific and technical results, by publishing articles in scientific magazines or by presenting papers in conferences, workshops, or courses. These actions, which are part of the work plan, must be executed under guidance of their scientific advisor or the researcher responsible for the R&D project where they may be working in.

Clause 18
(Activity report)

1. When the renewal proposal is submitted, the grant holder is required to present a middle-term report, which must be confirmed by his/her scientific advisor, regarding the activities concluded in the previous period, according to the model of Annex IV of this regulation.
2. The Grant Holder is expected to present a final activity report, thirty days (30) after the end of the Grant, which must be written according to the model of Annex IV and include all the information referred to in Clause 12, line f) of the Grant Holder Statute. The Grant Holder is also expected to complete a final report appraising the grant programme, written according to the model of Annex V.
3. The non-presentation of the reports referred to in numbers 1) and 2) will lead to the suspension of payments as far as grants awarded by INESC Porto are concerned. In what concerns grants funded by other institutions, a written communication shall be sent to them.
4. The non-presentation of the final report within the above-mentioned deadline schedule involves the denial to award any other grant, as well as issuing any statement related to the grant holder status.

Clause 19
(Evaluation)

Besides the quarterly evaluation process, foreseen in Clause 13 of this Regulation, the scientific advisor shall conclude the global evaluation of the grant holder, which shall be part of the Final Report, made according to model of Annex VI of this Regulation. The accomplishment degree of the work plan shall be regarded in detail as far as the global evaluation is concerned.

Clause 20
(Intellectual Property Rights)

1. All intellectual property rights resulting from the activity of the grant holder during his grant will be ruled by INESC Porto directives on this matter.
2. As a principle, the protection of the results and the exploitation of the grant holder's activity results shall be done in the name of INESC Porto, without prejudice of mentioning the name of the grant holder and sharing possible revenues resulting from such exploitation.

Clause 21
(Resting period)

1. Each calendar year, Grant Holders are entitled to benefit from a resting period of two (2) working days for each completed month of work, up to a maximum of 22 working days per year.
 2. This period shall be agreed with the scientific advisor and may be enjoyed completely or partially.
 3. The scheduling of the resting period must be communicated to the Information and Logistics Department - Human Resources, 30 days before its beginning. Any changes must also be communicated.
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Clause 22
(Personal accidents Insurance)

1. During the period of the grant, the grant holder will benefit from a personal accident insurance.
2. The insurance shall be extended in case of travelling abroad.

Clause 23
(Health Insurance)

1. All Grants awarded by INESC Porto and/or funded by other entities, benefit from an health insurance.
1. When grants awarded by other institutions include payment of a health insurance, Grant Holders shall also be included in the insurance collective contract, but will be responsible for paying the premium of insurance.

Clause 24
(Social Security)

1. All grant holders may ensure their right to social security by joining the “Seguro Social Voluntário” (Voluntary Social Insurance), by right of Decree 40/89, dated 1 February, with the special provisions set out in article 6 of the Grant Holder Statute.
2. As regards to grant holders who decide to join this voluntary social security regime, INESC Porto will reimburse the amounts corresponding to the first level considered for this purpose, provided that they prove the effective payment.

Clause 25
(Programme Changes)

- 1 Grant Holders are not allowed to unilaterally change the course or work plan of the grant that has been initially proposed, otherwise the grant may be cancelled.
2. The Board of Directors of INESC Porto may, however, authorize the change of course, work or study plan, upon a request made by the grant holder, duly justified, accompanied by the revised work plan proposal signed by his/her scientific advisor.

Clause 26
(Suspension of Work)

1. Grant Holders may not suspend courses, studies or activities they may be carrying on, except with the express authorization of the Board of Directors of INESC Porto or under the situations foreseen in line f) and g) number 1, clause 9 of the Grant Holder Statute.
2. If the Grant Holder decides to renounce the Grant, he must, 30 days in advance, communicate its intentions to INESC Porto and to the funding entity (if applicable).
3. The Grant Holder must communicate to FCT the occurrence of any fact that may justify the suspension of the activities funded by the Grant.

Clause 27
(Suspension of payments)

1. The suspension of the activities implies the immediate interruption of payments during the correspondent period, notwithstanding the following clause.
 2. In the suspension cases foreseen in line f) and g) number 1, clause 9 of the Grant Holder Statute, INESC Porto shall continue to pay the Grant only if the event is not covered by the “Seguro Social
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Voluntário" (Voluntary Social Insurance) or by the Social Security Regime in which the Grant Holder is included.

Clause 28
(Suspension of the Grant Contract)

1. In addition to the cases previously foreseen in Clause 17 of the Grant Holder Statute, grants may be cancelled for the following reasons:

- a) Violation of the exclusive dedication regime, defined in clause 14;
- b) Repeated violation of assiduity, defined in clause 15;
- c) Violation of the "Confidentiality Agreement", mentioned in clause 16;
- d) Violation of the obligation to co-operate, defined in clause 19;
- e) Negative evaluation of the Grant Holder's activity, defined in clause 19;
- f) Non-compliance with the property protection of the developments in the name of INESC Porto or its exploitation by INESC Porto, defined in clause 20;
- g) Non-authorized changes of the course or work plan, defined in clause 25;
- h) Suspension of activities for a period over 365 days, due to the reasons foreseen in line f) and g) number 1, clause 9 of the Grant Holder Statute;
- i) Suspension of activities due to the reasons foreseen in line f) and g) number 1, clause 9 of the Grant Holder Statute, beyond the end of the project under which the Grant was awarded;

1. The suspension of the Grant Contract and the cancellation of the Grant Statute shall be decided by the Board of Directors of INESC Porto, who may yet decide to request the application of sanctions.

2. The decision to cancel the Grant must be dully justified.

Clause 29
(Other rights and obligations of the grant holder)

Besides the rights and obligations expressly foreseen in this regulation, grant holders shall have all the rights and obligations laid down in the Grant Holder Statute.

Clause 30
(Grant Holder Nucleus)

1. The Nucleus is responsible for accompanying the Grant Holders and shall function in the Information and Logistics Department - Human Resources. One designated person shall be responsible for attending and guiding the Grant Holders and shall be assisted by collaborators from other specialized areas.

2. It is the Nucleus responsibility to give the Grant Holders all the necessary information concerning the Grant Holder Statute, this Regulation, the rules and procedures in force at INESC Porto, as well as support them in any other matters, like accommodation, social security formalities, etc.

3. A section called "Grant Holders Nucleus" shall be created on INESC Porto Intranet. This section shall include all necessary information and documents, including a compilation of FAQ's.

ANNEXES

Annex I: INESC Porto Grants

Annex II: INESC Porto Grants awarded within R&D Projects funded by FCT or within the R&D Unit benefiting from Multi-annual Programme

Annex III: Grant Contract Model

Annex IV: Research Grant Activity Report Model

Annex V: Final Report - Grant Programme Appraisal Model

Annex VI: Final Report - Grant Holder's Activity Evaluation Model