INOV Contacto Program – 2020/2021 Edition

International Internship Protocol

between

AGÊNCIA PARA O INVESTIMENTO E COMÉRCIO EXTERNO, E.P.E. (AICEP)

and

(NAME OF THE HOST ENTITY)

The present protocol is established between AGÊNCIA PARA O INVESTIMENTO E COMÉRCIO EXTERNO, E.P.E. (AICEP), taxpayer identification number 506320120, headquarters at Rua Júlio Dinis nº 748 8º Dto., 4050-012 Porto, Portugal and office at Rua de Entrecampos, 28, Bloco B, 12º, 1700-158 Lisboa, Portugal, represented in this act by Ana Cristina Couto, as Director of INOV Contacto Program, empowered to act, pursuant to paragraph c) of paragraph 2 of article 14 of the Statutes approved by Decree-Law no. 229/2012, of October 26, hereinafter referred to as AICEP

and

___________________________________, taxpayer identification number ________________,
address________________________________________ represented in this act by
________________________________________ as ____________________, hereinafter referred to as the Host Entity.

with the purpose of setting the conditions under which the intern (name), (address), ID number_______, tax payer ________, will undertake a internship experience with the Host Entity, as part of the 2020/2021 edition of INOV Contacto – International Internship Program, and the terms and conditions that both PARTIES reciprocally accept:

and together referred as PARTIES
Clause 1
Both PARTIES agree to comply with the internship program provided by the Host Entity, and in accordance to the training plan previously submitted by the Host Entity and agreed.

Clause 2
The above mentioned internship program is ruled by the Internship Regulation which has been signed by the intern and AICEP, as by the present protocol, and excludes any kind of juridical-employment obligation between the Host Entity and the intern.

Clause 3
The internship program shall last for a maximum period of 7 months and consists of two phases:
- Internship in Portugal (optional) – shall last for a maximum period of 1 month;
- Internship abroad (...) shall last for a maximum period of 6 months.

Clause 4
The intern agrees to:

a) Attend the internship program for its duration;
b) Be diligent, punctual and abide by the agreed time schedule;
c) Act in a proper and cordial way, respect his/her superiors, colleagues and others with whom he/she relates to during the internship period;
d) Comply diligently to the tasks assigned during the internship program;
e) Respect the rules of procedure of the Host Entity;
f) Ensuring the conservation and proper use of assets related to the internship or entrusted to him/her, for their use, during the internship period;
g) Not use information, contacts, professional networks, works and studies, without express permission from AICEP.

Clause 5
In accordance with the terms of the regulations mentioned in clause 2, AICEP agrees to support the following costs:

a) A monthly internship grant throughout the entire internship period;
b) A monthly allowance only during the internship period abroad;
c) A workman’s compensation insurance in Portugal and abroad;
d) A worldwide personal accident insurance during the internship period abroad;
e) A health insurance during the internship period abroad;
f) Round trip to the internship camp abroad by air and / or other public transportation in economic class.

Clause 6

1. The Host Entity agrees to provide the intern with professional training at the company’s facilities, as does for its own employees and shall provide:
   a) Working conditions;
   b) Training;
   c) The necessary support to achieve the goals set by the INOV Contacto Program and the defined internship plan.

2. The Host Entity shall, therefore:
   a) Allocate a job station with all the necessary equipment, namely a computer for intern’s working activities;
   b) Allow the intern to have access to his/her email account and INOV Contacto’s online platform NetworkContacto as it will be his/her main line of communication with the INOV Contacto coordinating team, as well to prepare and deliver any reports that may be requested by AICEP;
   c) Ensure that the internship will take place in the company’s facilities, either in Portugal or abroad, or in other places previously checked by AICEP;
   d) Ensure/support both travel and accommodation whenever the intern is moved from his/her area of residence for more than 50km, whenever activated the option to host an internship in Portugal, during the first phase;
   e) Support all costs related to business travel during the internship abroad. If the business travel implies entering a different country, then it shall be previously agreed with the coordinating team of INOV Contacto so that the insurance policies can be activated in due time. In the latter case, the Host Entity shall provide all visa and other necessary and related arrangements;
   f) Follow the objectives and work plan in accordance with the description and tasks included in the internship plan;

3. Where the monthly allowance received during the internship period abroad is not considered sufficient for the proper accommodation of the intern in the defined location, the Host Entity shall provide the necessary support to address this situation.

4. The Host Entity undertakes to observe the national and community principles of privacy and protection of personal data and to act in strict respect and compliance with the legislation in force, keeping in full confidentiality the personal data of the intern, whose access has been given by AICEP, either by electronic means or on paper.
5. Unless otherwise stated, legal requirements or prior and express consent of the intern holder of the personal data in question, personal information collected can never be revealed to third parties, and the Host Entity undertakes namely:

a) To use the intern’s personal data only and exclusively for the means of this Internship Program.
b) Not to copy, reproduce, adapt, erase, alter, diffuse, transmit, disclose the personal data of the intern;
c) Appropriate technical and organizational measures to ensure the ongoing confidentiality, integrity and availability of the intern’s personal data, as required by EU Regulation 2016/679 of 04/27/2016;
d) Ensure the intern’s right to access, modify, erase, limit portability and opposition, under the terms and within the limits established by the General Data Protection Regulations;
e) In accordance with GDPR provisions, and unless expressly authorized by the intern, the Host Entity must eliminate all personal data of the intern after the end of the internship period;
f) Ensure compliance with all obligations described above by those who, on your behalf and with authorization, deal with the intern's personal data.

Clause 7
1. Since the internship will be subject to a regular and continuous evaluation, the Host Entity agrees to provide AICEP with all the necessary information regarding the intern’s performance, progress and attendance.

2. The Host Entity shall:
   a) Appoint an internship supervisor, both in Portugal and abroad, who can effectively monitor the intern throughout the internship period and provide a serious and regular assessment of the execution of the proposed internship plan;
   b) Approve the internship timesheet submitted by the intern each month, after confirming it corresponds to reality;
   c) Provide AICEP with the progress reports (mid-term and final reports) regarding the intern’s performance and level of accomplishment of the internship plan;
   d) Contact AICEP whenever there is a change in the proposed internship plan and/or it becomes impossible to carry on the internship itself.

Clause 8
1. The internship will be continuous and uninterrupted with the necessary adjustments to the Host Entity rules and policies as well as the region’s own characteristics.
2. The trainee is not allowed to have holidays but if the Host Entity closes for a holiday period, then the coordinating team of INOV Contacto should be informed with a 60 days’ notice.
Clause 9
AICEP can suspend (temporarily or permanently) the training at the Host Entity in case of a clear and systematic break-down under the conditions mentioned in clauses 6 to 8.

Clause 10
The present protocol shall last throughout the entire training period at the Host Entity.

Clause 11
This protocol can be terminated by agreement between both PARTIES.

Clause 12
1. Grounds for early termination occurs when the purposes of the present protocol have been fulfilled or when it is impossible to complete the internship period;
2. Termination of the present protocol may also occur when the intern gives up or is excluded from the internship program.
3. The Host Entity may immediately terminate this Protocol at any time if the intern is not performing to Host Entity’s expectations, is disruptive to Host Entity’s business or operations, or breaches any non-disclosure or confidentiality agreement that the Host Entity obligates intern to sign.

Clause 13
The present agreement links AICEP EPE and the host entity from the beginning of the first phase of the internship.

... 2021

For AICEP

THE HOST ENTITY