

# **Regulation of Bursaries for Scientific Research of the BIAL Foundation**

## **PREAMBLE**

With the aim of encouraging the investigation into Man's physical and mental processes, namely in fields that warrant further scientific analysis, the Bial Foundation has established in 1994 a system of Bursaries for Scientific Research, presently the object of this Regulation.

## **CHAPTER I – GENERAL PROVISIONS**

### **Article 1. - Object**

The present Regulation, approved by the Fundação para a Ciência e Tecnologia in pursuance of Law n.º 40/2004, of 18<sup>th</sup> August, sets the applicable rules to the granting of Bursaries for Scientific Research by the BIAL Foundation, in the areas of Psychophysiology and Parapsychology, regardless of the academic level of the Fellow (from now on “Bursaries”).

### **Article 2. - Bursaries**

The grant of Bursaries involves the attribution of subsidies in the terms and conditions described in the Bursary Agreement, as per model attached hereto as Annex I, the fixation thereof complying with the principles of equality and impartiality, as well as with the provisions of this Regulation.

### **Article 3. - Object and purpose of the Bursaries**

The Bursaries referred in this Regulation are granted for the conduction of scientific investigation activities in the fields of Psychophysiology and Parapsychology, with the purpose of encouraging the investigation into Man's physical and mental processes.

### **Article 4. - Addressees**

1. The Bursaries are directed to all scientific researchers, either individually or in groups, except to those working for the Bial Foundation or for any of the companies belonging to the Bial Group, in Portugal or in other countries.
2. The current Fellows of the Foundation shall also be admitted as applicants; however, they shall only benefit from new bursaries after successful completion of the Research Programmes for which they are receiving support.

**Article 5. – Objectives of the applicants**

The objectives to be met by the applicants shall be set by the Research Programme under application.

**Article 6. – Amount of the Bursaries**

The approved applications shall benefit from Bursaries in an amount to fixed by the BIAL Foundation prior to each edition.

**Article 7. – Duration and commencement of the Bursaries**

1. The total duration of the Bursaries referred in this Regulation cannot exceed three years.
2. The terms for execution of the Research Programmes may, however, be extended for additional periods in accordance with articles 21 to 24 of this Regulation.
3. The Bursaries are deemed to commence in the period comprised between the 1<sup>st</sup> November of the year where the corresponding competition is launched and the 31<sup>st</sup> October of the immediately ensuing year.

**CHAPTER II – BURSARY SYSTEM****Article 8. – Status of Fellow**

1. The grant of a Bursary in accordance with this Regulation confers to the beneficiary the status of Fellow of the BIAL Foundation.
2. The Bursaries granted in accordance with this Regulation do not create or substantiate either working contracts or service agreements, neither do they confer to the Fellow the quality of worker, agent or representative of the Bial Foundation .
3. The status of Research Fellow set forth in Law n.º 40/2004, of 18<sup>th</sup> August, is automatically conferred with the signature of the Bursary Agreement, which date shall also be deemed as the date of commencement of the Bursary.
4. The BIAL Foundation shall issue the documents proving the quality of Research Fellow of this entity.

**Article 9. – Bursary system**

1. The functions of Fellow are performed in pursuance of Law nº 40/2004, of 18<sup>th</sup> August 2004, combined with the provisions of this Regulation.
2. The grant of new Bursaries to the Fellow for any other Research Programmes shall be subject to the full completion of the Research Programmes for which the Fellow has obtained a Bursary from the BIAL Foundation.

### **Article 10. – Rights of the Fellows**

The Fellows under this Agreement have the rights set forth in Law n.º 40/2004, of 18<sup>th</sup> August, to be exercised in the terms and with the effects therein provided.

### **Article 11. – Obligations of the Fellows**

The Fellows under this Agreement have the obligations set forth in article 12<sup>th</sup> of Law n.º 40/2004, of 18<sup>th</sup> August, and also the following:

- a) To inform to the BIAL Foundation of the occurrence of any reason for the status set forth in this Regulation to cease to apply;
- b) To promptly inform to the BIAL Foundation of the occurrence of any fact or event that may affect the normal development of the Research Programme in progress;
- c) To present to the Bial Foundation, every year prior to January 31<sup>st</sup>, a Progress Report of the work developed during the preceding year;
- d) To present any other Reports and/or documents as per the conditions outlined in the Bursary Agreement;
- e) To deliver, at the end of the Research Programme, the equipment paid for by the Bursary granted by the Bial Foundation to the Entity where the Research Programme was conducted; if the Programme is not completed or in case the said Entity is not interested in the equipment, it shall be delivered to the BIAL Foundation.

### **Article 12. – Mention of Support**

In all the works published or oral presentations performed by the Fellow, by virtue or as a consequence of the Bursary granted by the BIAL Foundation for the conduct of the Research Programme, it should be expressly mentioned that such works are financially supported by the BIAL Foundation.

## **CHAPTER III – FINANCIAL CONDITIONS OF THE BURSARIES**

### **Article 13. – Components of the bursary**

1. The Bursary shall consist of the payment, in one or more instalments, of a pecuniary amount to be defined, in the light of the previously fixed amounts in pursuance of article 6<sup>th</sup> of this Regulation, in accordance with the specific needs of the Research Programme under application.
2. Meal, holiday, Christmas or any other allowances not expressly provided for in this Regulation shall not be due in any case whatsoever.

#### **Article 14. - Payment**

Payments due to the Fellows shall be made in Euro, with yearly or half-yearly periodicity to be defined in accordance with the schedule of the Research Programme, and preferably by cheque or bank transfer.

### **CHAPTER IV – GRANTING OF BURSARIES AND EXTENSION OF TERM**

#### **Section I - Procedure for granting of Bursaries**

##### **Article 15.- Publicity**

1. The launching of competitions for granting of Bursaries is publicized by means of advertisements placed in the media and on the Internet, as well as, whenever appropriate, by *mailings* to be sent to researchers and entities in the field of scientific research, or to other persons or entities who may appropriately contribute to its diffusion in Portugal and abroad.

2. The advertisements shall mention, namely:

- a) The purposes, object and duration of the Bursary;
- b) The addressees;
- c) The financial components and periodicity of the Bursary;
- e) The required documents, date and place for filing applications;
- f) The term for disclosure of results; and
- g) The applicable regulation.

##### **Article 16. - Applications**

1. The citizens of any country who meet the conditions set forth in this Regulation are admissible as applicants to the Bursaries of the BIAL Foundation.

2. Applications are to be filed within the term fixed in the advertisement referred in the preceding article, in Portuguese or English language, by means of the specific form which shall be available at [www.bial.com](http://www.bial.com), or by request addressed to any of the contacts listed in the advertisement, duly filled in and addressed to the Board of Directors of the BIAL Foundation. An unprotected pdf version of the application shall also be sent to [fundacao@bial.com](mailto:fundacao@bial.com).

3. The application forms are to be filed in duplicate, together with the documents required in same, including namely the applicant's *Curriculum Vitae*, the abstract of the Research Programme and corresponding schedule and budget, as well as the identification of the host entity or of the investigation centre where the Research Programme is to be performed.

#### **Article 17. – Assessment of applications**

1. The Scientific Board of the BIAL Foundation, composed of an odd number of persons of recognized scientific merit, with at least three doctorates, shall be in charge of the assessment of the applications.
2. The documents which have not been presented in due time in accordance with the preceding article but the lack of which is not considered by the BIAL Foundation to hinder the assessment of the substance of the application should be unfailingly delivered until the date of signature of the Bursary Agreement. Failure to do so shall automatically determine the annulment of the decision to grant the bursary.

#### **Article 18. – Disclosure of results**

The results of the assessment shall be disclosed within a term of 4 (four) months as from the deadline for filing applications, by notice to the applicants.

#### **Article 19. – Term for acceptance**

1. Within a term of 10 (ten) working days as from the notice of grant of the bursary, the applicant should declare to accept it, in writing, and state the date of the effective commencement of the Bursary.
2. Failure to present the declaration referred in the preceding number is equivalent to a waiver of the Bursary.

#### **Article 20. – Bursary Agreement**

1. The granting of a Bursary shall take place in the conditions described in the Bursary Agreement to be signed in duplicate by the Fellow and by the Host Entity or by the Investigation Centre where the Research Programme is to be performed.
2. The Bursary Agreement shall be prepared in writing, according to the model attached to this Regulation as Annex I.
3. The BIAL Foundation shall provide the Fundação para a Ciência e Tecnologia with a copy of the Bursary Agreement entered into by the BIAL Foundation and the Fellow.

### **Section II – Procedure for extension of the term for the Research Programme**

#### **Article 21. - Petition**

The request for extension of the term for completion of the Research Programme shall be presented in a duly justified petition, together with the required documents, no later than the thirtieth day before the deadline fixed for the Research Programme.

#### **Article 22. – Supporting documents**

The petition for an extension of the term for the Research Programme shall be filed together with the documents therein required in accordance with the type of Bursary, namely and as the case may be:

- a) Report of the executed work;
- b) Copies of the communications and publications derived from the conducted activity; and
- c) Revised project and payment schedules.

#### **Article 23. – Assessment of the petitions for extension of term**

The petitions for extension of the term for completion of the Research Programme shall be decided by the Board of Directors of the BIAL Foundation, which may, whenever it deems necessary, consult the Scientific Board or any of its members thereupon.

#### **Article 24. – Bursary Agreement**

The extension of the term for the Research Programme does not require the signature of a new Bursary Agreement.

### **CHAPTER V – TERMINATION OF THE BURSARY AGREEMENT AND SANCTIONS**

#### **Article 25. - Termination of the Bursary Agreement**

The following are causes for termination of the Bursary Agreement:

- a) Repeated breach by one of the parties;
- b) Providing of false statements;
- c) Completion of the project schedule;
- d) Revocation by mutual agreement or for change in circumstances;
- e) The entering into a working contract with the BIAL Foundation or with any company belonging to the BIAL Group, in Portugal or abroad.

#### **Article 26. – Cancellation of the status**

1. The termination of the Bursary Contract shall determine the cancellation of the status of Fellow of the BIAL Foundation, in pursuance to the ruling of article 17<sup>th</sup> of Law n° 40/2004, of 18<sup>th</sup> August.

2. The cancellation of the status of Fellow of the BIAL Foundation shall be reported by the BIAL Foundation to the Fundação para a Ciência e Tecnologia.

#### **Article 27. – Failure to complete the project schedule**

1. Failure to complete the project schedule is considered a serious and repeated breach and determines the imposition of sanctions, as per the ensuing article of this Regulation.
2. Failure to present the final report is equivalent to failure to complete the Project Schedule and is consequently considered a serious and repeated breach.

#### **Article 28. - Sanctions**

1. In case of a serious and repeated breach by the Fellow of the obligations undertaken in pursuance of this Regulation and of the Bursary Agreement, the BIAL Foundation is entitled to demand from the Fellow the return of the granted amounts.
2. The Fellow can also be hindered from applying to any other bursaries or awards promoted by the BIAL Foundation.

### **CHAPTER VI – FINAL PROVISIONS**

#### **Article 29. – Doubts and omissions**

The doubts and omissions shall be resolved taking into account, to the adequate extent, the principles and rules contained in Law n° 40/2004, of 18<sup>th</sup> August.

#### **Article 30. - Revocation**

This Regulation revokes all previous regulations on granting of Bursaries by the BIAL Foundation.

#### **Article 31. - Entry into force**

This Regulation shall take effect as soon as it is approved and publicized in the legal terms.

### **ANNEXES**

Annex I – Model of the Bursary Agreement.