



RESIDENTIAL FELLOWSHIP PROGRAMME

NATO DEFENSE COLLEGE



Terms and Conditions

1. Parties.

- 1.1. **The NATO Defense College** further for the purpose of this agreement, is acting as the receiving organization (hereinafter – the College).
- 1.2. **Name SURNAME** further for the purpose of this agreement, is acting as Fellow (hereinafter – the Fellow).

2. Aim of the agreement.

- 2.1. This agreement aims to establish the rights and obligations of the Fellow with regard to the College during the fellowship. It does not constitute a labour contract, and the Fellow is not considered to be a staff member of the College.

3. Period of Fellowship and Point of Contact.

- 3.1. Period of the fellowship at the College is **from ddth Month to ddth Month, Year**.
 - 3.1.1. The Fellow will be assigned in **division/department**.
 - 3.1.2. The Fellow will be assigned the following Point of Contact in the Research Division (RD) by **Name SURNAME, position, division**.

4. Research Obligations of the Fellow.

- 4.1. Within a week of their arrival at the College, fellows are required to draw up a detailed research plan, which will include the research question, an outline of the thesis and a timetable. The Fellow will also discuss the potential length and nature of the written production with the RD representatives.
- 4.2. The Fellow will be required to conduct research within the RD, including:
 - 4.2.1 writing a research essay based on their Research Proposal and submitting a draft before the end of the Fellowship to the Director of the Research Division (DRD) for possible publication in one of the NDC Series. An extension of the time limit for the draft submission will be granted only under exceptional circumstances.
 - 4.2.2 contributing to the educational activities of the College, including mentoring NDC Courses' work in their areas of expertise;
 - 4.2.3 contributing to NDC events and other research-related activities.

- 4.3. Towards the end of the fellowship, the Fellow will deliver a presentation outlining the findings of the research conducted during their stay at the College.
- 4.4. At the end of the fellowship and following the final presentation of their work, the Fellow will receive from RD a certificate of presence signed by the DRD.
- 4.5. The Fellow will provide the College with a copy of all materials prepared during the fellowship.
- 4.6. All communications, publications, work or other products will take place or be produced in the English language. The Fellow's English skills should be sufficient to meet this requirement.

5. Conditions of the Fellowship.

- 5.1. The Fellow will adhere to all the rules and regulations stipulated in the Fellows' Manual, which they will receive upon notification of acceptance as a fellow. The Fellow will follow NATO's Code of Conduct.
- 5.2. The Fellow will not abuse any of the opportunities given to them in relation to the fellowship at the College or behave in a way that adversely affects the College.
- 5.3. The Fellow will not represent the College in any official capacity. The Fellow will clearly identify their status as a Fellow in every correspondence or exchange within the College or any NATO organization or with any third-party in the context of the Fellowship Project.
- 5.4. Fellows will be located at the NATO Defense College in Rome, Italy, for the entire duration of their fellowship.
- 5.5. The Fellow is expected to be present on the College's premises during the standard working hours of the College. Telework is possible upon prior agreement with the DRD, not exceeding 30% of working hours. The official holidays of the College apply to the Fellow.
- 5.6. Office space, furniture, and equipment (e.g. computers) will be provided by the RD with the support of the Directorate of Enablement.
- 5.7. The Fellow will have only minimum access to the NDC and its computer network. They will be assigned a public email account (ex. name@ndc.nato.int). The Fellow will be granted access to the NDC Portal for course information and schedules, including social activities. The Fellow will be assigned a telephone. Costs for outgoing calls, except local calls, will be borne by the Fellow. The Fellow will appear on the NDC/RD webpage under 'Researchers'. The Point of Contact will coordinate the above with the Communications and Information Services Branch.

- 5.8. The NDC Fellowship Programme is a resident programme; therefore, Fellows are not entitled to earn leave. Under exceptional circumstances, the Fellow may be entitled to be absent from work (including for leave, telework, sickness or self-funded travel related to their research project).
- 5.9. The Fellow will notify the College without delay in case of illness, accident or any other issue that prevents the Fellow from performing his duties. Absence due to health reasons must be communicated to the DRD. Absences that exceed 2 consecutive calendar days require a medical certificate to be submitted to the fellowship email address. Additionally, if absences without a medical certificate exceed 6 days during the entire duration of the Fellowship, a medical certificate will be required for every subsequent absence due to health reasons, regardless of the duration.

6. Payment and Compensations.

- 6.1. The College will pay a stipend in instalments to the Fellow in accordance with the type of fellowship as indicated in the Annex.
- 6.2. The stipend is not exempt from taxation. It is the Fellow's responsibility to comply with the applicable tax rules and regulations, including making all arrangements concerning the reporting of personal income tax with the national authority in accordance with the national laws to which the stipend is subject. The Privileges and Immunities Section (P&I) will assist Fellows by providing them with necessary information regarding their Residence Permit and fiscal code (*Codice Fiscale*).
- 6.3. The Fellow is not entitled to any other perquisites and/or benefits under this Agreement. This includes, but is not limited to, health insurance, retirement benefits, or any other form of compensation or benefit not explicitly stated in this Agreement. The Fellow is responsible for their own health and accident insurance. They will be required, on joining, to provide evidence that they have adequate and sufficient insurance, or they will be asked to join a local provider.
- 6.4. In the event of failing to honour their obligations, Fellows will be required to reimburse the College for funds received under the Fellowship Programme. Each instalment will need the approval of the mentor and will be based in part on the Fellow's progress in the programme. In any case, the third instalment will only be granted upon submission of the draft research and the delivery of the presentation. Fellows arriving later than the expected start dates may be subject to stipend deductions.

7. Intellectual Property and Publication.

- 7.1. All intellectual property, including but not limited to copyrights, trademarks, trade secrets, data, research outputs, software, designs, documentation, and any other materials created, developed, conceived, or reduced to practice by the Fellow in connection with or arising from the Fellowship ("Fellowship Materials") shall be the sole and exclusive property of the College. The Fellow hereby irrevocably assigns to the College all rights, title, and interest in and to the Fellowship Materials, including all associated copyrights and related rights, whether or not such materials are completed or published.
- 7.2. The College will have unimpeded access to all Fellowship Materials, products, work, results or research done by the Fellow during or in relation to the fellowship. The Fellow cannot claim any intellectual property rights against the College.
- 7.3. The College will have a right, but not an obligation, to publish the research referred to in Article 4. The feasibility of publishing will be discussed with the fellow before the end of their term at the College, while a draft will be submitted to the NDC Review Board. The Editorial Board (EB) of the College decides whether the research is suitable for publishing. Should the EB agree to publish this, the College will retain the copyright. Fellows are required to acknowledge the fact that their research was made possible through an NDC Fellowship.
- 7.4. The Fellow may not publish, present, or otherwise publicly disclose any Fellowship Materials or related findings without the prior written consent. Any approved publication must acknowledge the College's ownership and support in a manner specified by the College.

8. Other Provisions.

- 8.1. The Fellow is not required to hold a Security Clearance prior to working at the College. However, they will be required to sign a Confidentiality Agreement on their first working day and must exercise the highest level of discretion with regard to any facts or information they become aware of during the course of their fellowship. The College reserves its legal right to terminate a fellowship and to take action against any person who does not respect this obligation.

9. Termination of the Agreement

- 9.1. The agreement between the College and the Fellow will automatically end at the end of the period referred in Article 3.1.
- 9.2. This agreement may be terminated by either party by giving 14 days of written notice of their intent to terminate.
- 9.3. The agreement may be unilaterally terminated by the College in any of the following circumstances:

- 9.3.1. The Fellow has abused any of the opportunities given to him or her in relation to the fellowship at the College or has behaved in a way that adversely affects the College.
- 9.3.2. The Fellow has violated any of the regulations applicable to him or her.
- 9.3.3. It is unlikely that the Fellow will achieve the aim of the fellowship within the period indicated in Article 3.1.
- 9.3.4. Any circumstance or event, which could harm the College's interests.
- 9.4. If the Fellow terminates the agreement before the above-mentioned date or if the College terminates the agreement based on Article 9.3 of this Agreement, the College has a right to seek reimbursement of all costs for this fellowship from the Fellow.

10. Dispute settlement.

- 10.1. The Parties will address any dispute regarding the interpretation or application of this Agreement by amicable negotiations between the Parties.

11. Final provisions.

- 11.1. The Agreement was concluded in the English language in two original copies, one for each Party. Both texts of the Agreement are authentic and have equal legal force.

12. Contact Details of the Parties and Signatures:

Accepted by:

Name: _____

Signature: _____

E-mail address: _____

Date: ____ / ____ / ____

Countersigned by the Director, Research Division:

Name:

Signature: _____

E-mail address: fellowships@ndc.nato.int

Date: ____ / ____ / ____