

**ANNEX III****SPECIFIC PROVISIONS****MARIE CURIE CO-FUNDING OF REGIONAL, NATIONAL  
AND INTERNATIONAL PROGRAMMES****III. 1 – Definitions**

In addition to the definitions in Article II.1, the following definitions apply to this *grant agreement*:

1. ***Programme***: means a regional, national or international programme that funds the trans-national mobility of experienced researchers via the award of fellowships.
2. ***Host organisation***: legal entity where the experienced researcher carries out the research training activities during the incoming, outgoing or re-integration mobility.
3. ***Research training activities***: means the activities related to the research training and career development to be provided to the experienced researcher under the project as described in the fellowship agreement.
4. ***Fellowship agreement***: means the agreement signed between either the beneficiary or the host organisation or any legal entity specified in the programme and the experienced researcher which determines the conditions for implementing the research training activities, and the respective rights and obligations.
5. ***Experienced researchers***: means professional researchers: 1) already in possession of a doctoral degree, independently of the time taken to acquire it, or 2) having at least 4 years of research experience (full-time equivalent) after obtaining the degree which formally allow them to embark on a doctorate in the country in which the degree/diploma was obtained or in the country in which the research training is provided irrespective whether or not a doctorate was envisaged.
6. ***Incoming mobility***: means the period spent by an experienced researcher at the premises of a host organisation located in a member state or associated country other than the country of his/her residence in accordance with Annex I to this grant agreement.
7. ***Outgoing mobility***: means the period spent by an experienced researcher, who is a resident of a Member State or associated country, at the premises of a host organisation located in a Member State, associated country or third country, other than the country of his/her residence, including a possible reintegration phase, in accordance with Annex I to this grant agreement.
8. ***Reintegration mobility***: means the period spent by an experienced researcher, who is a national of a Member State or an associated country, at the premises of a host organisation located in a Member State or associated country after having carried out research in another third country for at least 3 years.

**PART A: IMPLEMENTATION OF THE *PROJECT*****III. 2 – Performance obligations**

In addition to the obligations identified in Article II.2, the *beneficiary* shall ensure that:

- a) each experienced researcher is selected according to the eligibility criteria set down in Article III.3 as well as in accordance with the rules of the programme;
- b) for each experienced researcher a fellowship agreement is concluded for a period starting within the duration of the project and covering the duration of the research training activities and is in accordance with the provisions of the grant agreement;
- c) all payments to which the experienced researcher is entitled are executed in accordance with the fellowship agreement;
- d) each experienced researcher selected under the project carries out the research training activities as specified in the fellowship agreement awarded under the programme;
- e) each experienced researcher is informed that she or he is considered as a Marie Curie fellow;
- f) each experienced researcher is covered under the social security legislation applicable according to Title II of Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004;
- g) where the experienced researcher will carry out the research training activities in a non-EU Member State, the beneficiary shall ensure that the experienced researcher is covered under a social security scheme providing protection at least equivalent to those of local researchers holding a similar position;
- h) each experienced researcher enjoys, at any place of the implementation of the research training activities the same standards of safety and occupational health as those awarded to local researchers holding a similar position;
- i) each experienced researcher has, throughout the period covered by the fellowship agreement access to the means, including the infrastructure, equipment and products, for carrying out the research training activities;
- j) the host organisation has the means referred to in point i) and makes these means available to the experienced researcher, as necessary, during the period covered by the fellowship agreement;
- k) reasonable assistance is provided to the experienced researcher in all administrative procedures required by the relevant authorities;
- l) the research training activities are carried out in accordance with the ethical framework of the seventh framework programme, all applicable legislation and the specific programme "People" of the seventh framework programme;

- m) the Research Executive Agency (REA) is informed of any modification relating to the information having served as a basis for the selection of the programme or of the experienced researcher, in particular, for the level of co-funding by the Union;
- n) ensure that the relevant arrangements between the host organisation or any legal entity specified in the programme and the experienced researcher during the research training activities and beyond relating to intellectual property rights, in particular to access to background, the use of foreground, publicity and confidentiality are compatible with the provisions foreseen in Article II.8, II.11, II.24-II.30 and Articles III.5, III.6, III.8 and III.9.

### **III. 3 – Selection of the *experienced researchers***

1. In accordance with the conditions mentioned below, the beneficiary shall ensure that experienced researchers are selected according to the objectives of the project and the indicative distribution of the financial contribution of the Union referred to in Annex I.
2. Criteria for eligibility of the experienced researcher(s)

The experienced researcher must fulfil at the time of the start of the research training activities the requirements of experienced researcher as well as the conditions regarding the type of trans-national mobility undertaken (incoming / outgoing / re-integration) defined respectively in Articles III.1.6, III.1.7 or III.1.8 and any additional eligibility criteria as specified in Annex I or the fellowship agreement.

3. Selection procedure

- a) Publication of vacancies

The calls related to the fellowships available for experienced researchers in the framework of the project shall be appropriately advertised and published, including on the web-sites requested by the REA.

The beneficiaries are also required to publish the vacancies on the EURAXESS portal through the EURAXESS job vacancy tool.

- b) Selection criteria

The beneficiary must ensure that experienced researchers are selected, following open, transparent, impartial and equitable selection procedures.

### **III. 4 – Reports and deliverables**

In addition to the provisions of Article 3 and Article II.3, the *beneficiary* shall submit a researcher registration report within 20 days of selection of the *researcher*, following the layout and procedures communicated by the *REA*.

### **III. 5 – Confidentiality**

The *beneficiary* shall ensure that the *experienced researcher* and the *host organisation* have the same rights and comply with the same obligations as the *beneficiary*, as referred to in Article II.8.

### **III. 6 – Publicity**

The *beneficiary* shall ensure that the *experienced researcher* and the *host organisation* have the same rights and comply with the same obligations as the *beneficiary*, as referred to in Article II.11. In addition, selected programmes are required to brand the eligible fellowships awarded "Co-funded by Marie Curie Actions".

## **PART B – FINANCIAL PROVISIONS**

### **III. 7 – The financial contribution of the Union**

A flat rate per *experienced researcher*-year determined for each type of mobility that includes also the management costs and the indirect costs incurred by the *beneficiary* for the *programme* management linked to the *project* and/or by the *host organisation* for the implementation of the fellowships awarded under the *project* is set out in Annex I of this *grant agreement*.

If relevant, the allowances shall be adapted pro-rata to parts of fellowship agreement periods eligible for funding under the grant agreement.

## **PART C – INTELLECTUAL PROPERTY RIGHTS**

### **III. 8 – Access rights**

In addition to the provisions of Articles II.29-II.30, the *beneficiary* shall ensure that the *experienced researcher* enjoys, on a royalty-free basis, *access rights* to the *background* and to the *foreground*, if that *background* or *foreground* is needed for his/her *research training activities*.

### **III. 9 – Incompatible or restrictive commitments**

The *beneficiary* shall ensure the *experienced researcher* is informed as soon as possible, of any restriction which might substantially affect the granting of *access rights*, as the case may be.