

ANNEX III**SPECIFIC PROVISIONS****MARIE CURIE INTERNATIONAL INCOMING FELLOWSHIP
FOR CAREER DEVELOPMENT
INCOMING PHASE****III. 1 – Definitions**

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

1. **Agreement**: means the written agreement concluded between the beneficiary and the researcher, pursuant to Article III.3.
2. **Parental leave**: means the period of leave related to a maternity or a paternity to be taken by the researcher under the law referred to in Article III.3.1.g).
3. **Researcher**: means the researcher named in Annex I and appointed by the beneficiary to benefit from the research activities of the project.
4. **Research activities**: means the transfer of knowledge activities associated with the researcher recruited under the project as described in Annex I.
5. **Work Programme**: means the annual programme adopted by the Commission for the implementation of the People Specific Programme (2007-2013) and providing for the call for proposals to which the proposal subject of this grant agreement was submitted.

PART A: IMPLEMENTATION OF THE *PROJECT***SECTION 1 – IMPLEMENTATION AND DELIVERABLES****III. 2 – Performance obligations**

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

- a) conclude an agreement with the researcher pursuant to Article III.3 and host the researcher for the period(s) specified in Annex I and in the agreement, the scientist indicated in Annex I being in charge of supervising the research activities during the entire duration of the project;
- b) ensure that the researcher is covered at any place of the implementation of the research activities 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;
- c) ensure that the researcher enjoys, at any place of the implementation of the research activities, the same standards of safety and occupational health as those awarded to local researchers holding a similar position;

- d) execute, by the due dates, in accordance with the agreement provided for in Article III.3, all the payments for which it is responsible;
- e) ensure that the reports have been approved by the researcher and the scientist in charge indicated in Annex I before the electronic submission of the reports to the Research Executive Agency (REA), in accordance with Article II.3.4;
- f) have, throughout the duration of the grant agreement, the means, including the infrastructure, equipment and products, for implementing the project in the scientific and technical fields concerned and make these means available to the researcher, as necessary;
- g) provide reasonable assistance to the researcher in all administrative procedures required by the relevant authorities of the country of the beneficiary;
- h) take measures to ensure that the researcher completes the evaluation questionnaires, provided by the Research Executive Agency (REA), at the end of the project;
- i) contact the researcher two years after the end of the project in order to invite him/her to complete the follow-up questionnaires, provided by the REA;
- j) record and update, for at least three years after the end of the project, the contact details of the researcher;
- k) transmit to the REA the completed questionnaires mentioned in point h) and i) of this Article as well as the information mentioned in point j) of this Article upon request;
- l) inform the REA of any event which might affect the implementation of the project and the rights of the Union and of any circumstance affecting the conditions of participation referred to in the Rules for Participation, the Financial Regulation and any requirements of the grant agreement, including:
 - any change of control;
 - any significant modification relating to the agreement;
 - any modification relating to the information having served as a basis for the selection of the researcher;
 - parental leave at the request of the researcher and its consequences pursuant to the applicable national law under Article III.3.1.g), in particular its duration, its financial implications and the legal and contractual obligations of the beneficiary during this period;
 - any period of stay away from the beneficiary's premises for the purpose of executing the project which exceeds one month. The total length of all stays away may not exceed 30% of the duration of the project, unless already foreseen in Annex I of the grant agreement.

III. 3 - The *beneficiary's* relationship with the *researcher*

1. The agreement shall determine, in accordance with the grant agreement the conditions for implementing the research activities and the respective rights and obligations of the researcher and the beneficiary under the project.

The grant agreement including any possible amendment shall be annexed to the agreement. The agreement must be kept by the beneficiary for the purposes of audit for the period mentioned in Article II.20.3.

If foreseen by Article 2 of the grant agreement the beneficiary shall notify to the REA of the start date of the project by electronic means.

Within 20 days of either the appointment of the researcher or the start date of the project or the entry into force of the grant agreement, which ever comes later, the beneficiary shall submit, by electronic means, a declaration on the conformity of the agreement with the grant agreement following the layout and procedures that will be communicated by the REA.

Notwithstanding specific issues already governed by European Community and European Union legislation, the agreement shall specify in particular:

- a) the name of the scientist in charge of supervising the research activities indicated in Annex I;
- b) the amounts that the researcher is entitled to receive from the beneficiary pursuant to this grant agreement and the arrangements for payment of the amounts due to the researcher;
- c) any additional contribution paid by the beneficiary and/or any other body referred to in Annex I to the researcher for the purpose of this project and the arrangements for payment of this amount;
- d) any amount deducted, subject to a legal justification;
- e) that the researcher, for his/her research activities, shall not be allowed to receive other incomes than those received from the beneficiary and/or any other body referred in Annex I pursuant to points b) and c) of this paragraph;
- f) the conversion and exchange rate(s) used, including the reference date(s) and source(s), when payments are made in a national currency other than the Euro;
- g) the law applicable to the agreement;
- h) the social security coverage provided to the researcher, in conformity with Article III.2.b);
- i) the provisions for annual and sickness leave according to the internal rules of the beneficiary;

- j) that the researcher must devote him/herself full-time to the research activities unless there are duly justified reasons connected to personal or family circumstances and subject to prior approval of the REA;
 - k) the description and the timetable for the implementation of the research activities, in case that those activities are split in several separate periods;
 - l) the total duration of the agreement, the nature and the date of the appointment of the researcher in terms of status, provided that the requirements set forth in Article III.2.b) and c) as well as in Article III.9.1.a) are respected and that the working conditions are comparable to those awarded to local researchers holding a similar position;
 - m) the location(s) where the research activities will take place, as referred to in Annex I;
 - n) that the researcher shall inform the beneficiary as soon as possible of circumstances likely to have an effect on the performance of the grant agreement, such as:
 - any modification relating to the agreement;
 - any modification relating to the information having served as a basis for the award of the Marie Curie International Incoming Fellowship;
 - a pregnancy or a sickness that may directly have an effect on the implementation of the project;
 - o) the arrangements between the beneficiary and the researcher during the research activities and beyond relating to intellectual property rights, in particular the access of background, the use of foreground, publicity and confidentiality provided that they are compatible with the provisions foreseen in Articles II. 8, II.11, II.24-II.30 and Articles III.6, III.7, III.10 and III.11;
 - p) that the researcher shall commit him/herself to complete, sign and transmit to the beneficiary the evaluation and follow-up questionnaires referred to in points g) and h) of Article III.2;
 - q) that the researcher shall commit him/herself to keep the beneficiary informed for three years following the end of the project of any change in his/her contact details;
 - r) that the researcher will acknowledge the support of the Union under a Marie Curie International Incoming Fellowship in any related publications or other media in accordance with Articles II.11 and III.7
2. The payment arrangements referred to in paragraph 1.b) of this Article shall be based on the principle of monthly payments in arrears unless contrary to the applicable law mentioned in paragraph 1.g) of this Article. They must provide for payments to the researcher from the beginning of his/her appointment as well as for payment of the full amounts allocated for the benefit of the researcher at the latest at the end of the project.

III. 4 – Suspension of the *project* and change of the time dedicated to the *project*

1. In addition to the provisions of Article II.7.2 the beneficiary can propose to suspend part, or all, of the project due to personal, family (including parental leave) or professional reasons of the researcher not foreseen in Annex I. When such a suspension request does not exceed by 30% the duration of the project indicated in Article 2 of the grant agreement, a failure to respond by the REA within 45 days from the date of receipt by the REA of the suspension request by registered letter constitutes approval of the request. The request of suspension by the beneficiary must be accompanied by the necessary justifications.
2. In case of request of a suspension related to parental leave including a request to adjust the financial contribution of the Union, the request must be presented by the beneficiary accompanied by the necessary justifications. The REA may decide to adjust the financial contribution of the Union according to the requirements of the particular case. Calculated on a monthly basis, the contribution shall not exceed the difference between the compensation received by the researcher under his/her social security coverage mentioned under Article III.3.1.h) and i) and the amount of the contribution defined in Article III.9.1.a). A failure to respond by the REA within 45 days does not constitute an approval of the request. In the case of a positive answer, an amendment to the grant agreement shall define the financial details.
3. The beneficiary shall inform the researcher of the REA's decision.
4. In the event of suspension of the research activity agreed by the REA during the implementation of the project, the reporting period(s) as laid down in Article 3 in which the suspension starts, shall be automatically deferred for the length of the duration of the suspension.
5. In the event of a change of status concerning the time dedicated to the project by the researcher (from/to a full-time position to/from a part-time position or change in the percentage of part-time) agreed by the REA during the implementation of the project, the reporting period as laid down in Article 3 in which the change of status takes place, shall be automatically and proportionally adjusted.

III. 5 – Reports and deliverables

In addition to the provisions of Article 3 and of Article II.3, for reporting periods of more than 18 months, the *beneficiary* shall submit, within 60 days after the mid-term of the concerned reporting period, a scientific mid-term review report to assess the progress of the *research activities*.

III. 6 – Confidentiality

The *beneficiary* shall ensure that the *researcher* has the same rights and complies with the same obligations as the *beneficiary*, as referred to in Article II.8.

III. 7 – Publicity

The *beneficiary* shall ensure that the *researcher* has the same rights and complies with the same obligations as the *beneficiary*, as referred to in Article II.11.

SECTION 2 – TERMINATION OF THE GRANT AGREEMENT AND RESPONSIBILITY

III. 8 – Termination of the grant agreement

In addition to the circumstances provided for in Article II.33, the *REA* may terminate the *grant agreement* in the following circumstances:

- a) when the researcher for any reason is no longer in a position to continue working under the project;
- b) when the agreement between the beneficiary and the researcher is terminated due to non-compliance in respect to their obligations under the agreement;
- c) when the researcher has made false declarations for which (s)he may be held responsible, or has deliberately withheld material information in order to obtain the financial contribution of the Union or any other advantage provided for by the grant agreement.

PART B – FINANCIAL PROVISIONS

III. 9 – Eligible Costs

Costs may be charged to the *grant agreement* provided that they comply with the provisions set forth in Part B of Annex II.

The applicable flat rates in the Work programme are laid down on the basis of a full-time appointment of the researcher under the project, notwithstanding any additional contribution which might be paid to the researcher by the beneficiary or any other body referred to in Annex I. In case of a part-time appointment, the allowances shall be adapted pro-rata to the time actually spent on the project.

The flat rates, set out in Annex I, are distributed as follows:

- a) A monthly living allowance:

For longer stays the beneficiary shall recruit the researcher under an employment contract except in adequately documented cases or where national regulation would prohibit this possibility. For shorter stays the beneficiary can opt between recruiting him/her under an employment contract or under a fixed amount fellowship.

The reference rates indicated in the Work programme for researchers recruited under an employment contract include all compulsory deductions under national legislation in the context of this grant agreement. When an employment contract can not be provided, the beneficiary shall recruit the researcher under a status equivalent to a fixed amount fellowship providing that it is compatible with the applicable legislation of the beneficiary and ensuring that social security coverage including at least the branches foreseen in Article 3(1) a), b), c) and f) of Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004, has been provided to the researcher, but not necessarily paid from the fellowship.

Monthly living allowances applicable are those established in the Work Programme.

b) A monthly mobility allowance:

An allowance shall be paid, to cover expenses linked to the personal household, relocation and travel expenses of the researcher and her/his family in the country where the researcher is carrying out the research training activities. The allowance shall take into account the family situation of the researcher at the time of the relevant deadline for submission of the proposal.

c) An allowance to contribute to the expenses related to the participation of eligible researchers to training activities and expenses related to research costs.

d) A contribution to overheads shall be paid to cover costs related to the other activities carried out under the project.

In order to take into account the cost of living and the national salary structure in the country/ies where the researcher is carrying out the research training activities, the correction coefficients indicated in the Work Programme shall be applied to the above mentioned monthly living allowance, monthly mobility allowance and contribution to overheads.

The REA reserves the right to apply to the ongoing grant agreements revisions of the correction coefficients published in the Work Programme in case of an increase of the coefficient equal or superior to 10%. The necessary financial adjustments of the financial contribution of the Union will be made with the final payment.

By derogation from Article 4.2, transfers of budget from the monthly living and mobility allowances to the amounts allocated for the categories 3 to 5, as detailed in the Table 3.3 of the Annex 3 of the *Work Programme*, are not allowed.

PART C – INTELLECTUAL PROPERTY RIGHTS

III. 10 – Access rights

In addition to the provisions of Articles II.29 and II.30 the *beneficiary* shall ensure that the *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 activities* under the *project*.

III. 11 – Incompatible or restrictive commitments

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