ANNEX III

SPECIFIC PROVISIONS

MARIE CURIE INITIAL TRAINING NETWORK
[MULTI BENEFICIARY]

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(ies) concerned and a researcher, pursuant to Article III.4.

2. **Early stage researchers**: means researchers who, at the time of recruitment by the beneficiary, have not yet been awarded the doctorate degree and are in the first 4 years (full-time equivalent) of their research careers. This includes the period of research training, starting at the date of obtaining the degree which would formally entitle them to embark on a doctorate either in the country in which the degree was obtained or in the country in which the initial training activities are provided, irrespective whether or not a doctorate is envisaged.

3. **Experienced researchers**: means researchers who, at the time of recruitment by the beneficiary, are: 1) in the first 5 years (full-time equivalent) of their research careers and 2) already in possession of a doctoral degree, independently of the time taken to acquire it or 3) having at least 4 years of research experience (full-time equivalent) after obtaining the degree which formally allows them to embark on a doctorate in the country in which the degree/diploma was obtained or in the country where the initial training activities are provided.

4. **Supervisory board**: means a committee responsible for overseeing network-wide training of researchers and for ensuring that scientific training is balanced with complementary skills appropriate to the needs of each recruited researcher. It is composed of the beneficiaries and associated partners and may also include any other stakeholders of relevance to the training programme.

5. **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.4.1.g).

6. **Personal Career Development Plan**: means a plan established by each recruited researcher with his/her personal supervisor(s) for initial training activities for more than 6 months. It shall comprise the recruited researcher's training and career development needs (including transferable skills and meaningful exposure to the business environment, in particular through well-targeted secondments to enterprises for researchers recruited in the public sector) and scientific objectives as well as the measures foreseen to meet these objectives and a description of his/her initial training activities.
7. **Researcher:** means an *early stage or experienced researcher* selected and recruited by a *beneficiary* to *participate in the project*.

8. **Initial training activities:** means the activities related to the *researcher* under the *project* as described, where applicable, in the *Personal Career Development Plan* or in the *agreement* when a *Personal Career Development Plan* is not required.

9. **Secondment:** means a period spent by a *researcher* at a *beneficiary’s* or an *associated partner’s* premises other than those of the *beneficiary* which has appointed him/her under the *project*.

10. **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 under which the proposal related to this *grant agreement* was submitted.

11. **Associated partner:** means an institution providing research and complementary training and/or *secondment* opportunities and participating in the *supervisory board*.

**PART A: IMPLEMENTATION OF THE PROJECT**

**III. 2 – Performance obligations**

1. In addition to the obligations identified in Article II.2.4 the *consortium* shall:
   
   (a) take all necessary and reasonable measures to recruit at least 40% women *researchers* in the *project*;
   
   (b) ensure that no more than 40% of the total *Union* contribution as indicated in Article 5 of the *grant agreement* is allocated to the benefit of the *beneficiaries* of one country, excluding international European interest organisations;
   
   (c) organise a mid-term review meeting between representatives of all the *beneficiaries* and of the *associated partners* and the *Research Executive Agency (REA)*. The *co-ordinator* shall agree with the *REA* the date, the venue and the agenda for the meeting at least two months in advance of it;
   
   (d) establish, together with the *associated partner(s)*, a *supervisory board* of the network;
   
   (e) take decisions on any re-distribution of the indicative allocation of the *researcher*-months to be selected on the *project* as per the respective table in Annex I, and inform beforehand the *REA* of any such transfers through the submission of an updated table. The *REA* reserves the right not to accept the proposed re-distribution, in cases where it is considered detrimental to the proper implementation of the *project*.

2. In addition to the obligations identified in Article II.3., each *beneficiary* shall:
   
   (a) select each *researcher* according to the eligibility criteria set forth in Article III.3 ensuring that each *researcher* fulfils the eligibility criteria at the time of recruitment by the *beneficiary* in the frame of this *project*;
(b) conclude an agreement with each researcher recruited under the project and host the researcher for the period(s) specified in the agreement;

(c) ensure that the 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. Where the researcher will carry out the initial training activities in a non-EU Member State, each beneficiary shall ensure that the researcher is covered under a social security scheme providing protection at least equivalent to those of local researchers holding a similar position;

(d) ensure that the researcher enjoys, at any place of the implementation of the project, the same standards of safety and occupational health as those applicable to local researchers holding a similar position;

(e) execute, by the due dates, all payments for which it is responsible, in accordance with the agreement provided for in Article III.4;

(f) ensure that a Personal Career Development Plan is established, where applicable;

(g) throughout the duration of the grant agreement provide the means, including the infrastructure, equipment and products, for implementing the project in the scientific and technical fields concerned, and to make these means available to the researchers, as necessary;

(h) provide reasonable assistance to the researcher in all administrative procedures required by the relevant authorities of the country of the beneficiary recruiting him/her as well as in all administrative procedures, such as visas and work permits, required by the relevant authorities of the country of the beneficiary and/or associated partner where the researcher may carry out a secondment;

(i) make appropriate arrangements to second the researcher to other beneficiaries and/or to associated partners for a duration of up to 30% of their entire recruitment period under the project;

(j) ensure that each researcher will be trained under the project for the time specified in the agreement;

(k) take measures to ensure that each researcher completes the evaluation questionnaires, provided by the REA at the end of the initial training activities;

(l) contact each 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;

(m) keep an up-to-date record of the contact details of the researchers for at least three years after the end of the project;

(n) transmit on REA’s request the completed questionnaires mentioned in point k) and l) of this paragraph as well as the information mentioned in point m) of this paragraph;
(o) ensure that the associated partner(s) has the means referred to in point g) of this paragraph and make these means available to the researcher, as necessary, during the secondment;

(p) ensure that the assistance referred to in point h) of this paragraph is also provided by the associated partner to the researcher during the secondment.

III. 3 – Recruitment of the researcher(s)

1. In accordance with the conditions mentioned below, the beneficiaries shall select the necessary number of researchers according to the objectives of the project and the indicative distribution referred to in Annex I.

2. Criteria for eligibility of the researcher(s)

To be eligible, each researcher must simultaneously fulfil the following criteria at the time of recruitment by the beneficiary concerned in the frame of this project.

(a) Nationality
The researcher may be of any nationality.

(b) Mobility
At the time of recruitment by the beneficiary, the researcher must not have resided or carried out his/her main activity (work, studies, etc…) in the country of the beneficiary for more than 12 months in the 3 years immediately prior to his/her recruitment under the project. Compulsory national service and/or short stays such as holidays are not taken into account.

As far as international European interest organisations or international organisations are concerned, this rule does not apply to the hosting of eligible researchers, however, the appointed researcher must not have spent more than 12 months in the 3 years immediately prior to the recruitment by the beneficiary in the same recruiting organisation.

(c) Qualifications and research experience

The researcher must fulfil the requirements associated with one of the following categories:

- Early stage researchers as defined in Article III.1.
- Experienced researchers as defined in Article III.1.

3. Criteria for eligibility of the initial training activities

(a) Duration

The early stage-researcher can be involved under the project to benefit from the initial training activities for a duration of at least 3 months up to a maximum of 36 months (full-time equivalent).

The experienced researcher can be involved under the project to benefit from the initial training activities for a duration of at least 3 months up to a maximum of 24 months (full-time equivalent).
An individual researcher may not be supported as an early stage and experienced researcher within the same Marie Curie Initial Training Network. The researcher must devote him/herself full-time to his/her initial training activities. Only for duly justified reasons associated with personal or family circumstances, the researcher may be allowed to devote him/herself part-time to his/her initial training activities.

The initial training activities can be split in several stays not exceeding the maximum allowed duration related to each category of researchers and not going beyond the project duration. The duration of each phase shall have significance for the initial training activities and form a coherent part of them or be justified on grounds of family reasons of the researcher.

(b) Content

The initial training activities must consist of activities within a scientific and technological area in the framework of the project defined in Annex I.

(c) Academic support

In case the initial training activities involve PhD registered studies, the tutoring and supervision arrangements must include academic support of adequate quality by a specified academic supervisor.

4. Recruitment procedure

(a) Publication of vacancies

The beneficiaries are required to publicise internationally the vacancies available in the framework of the project for early stage and experienced researchers to as many potential applicants as possible using all appropriate means of advertising (press, posters, websites, internet, information at conferences, etc.).

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

(b) Recruitment criteria

The beneficiaries must recruit the researchers, following open, transparent, impartial and equitable recruitment procedures, on the basis of:

- their scientific skills and the relevance of their research experience with the research area set out in Annex I;
- their ability to undertake the initial training activities;
- the expected impact of the proposed training on the researchers’ career;
- their conformity with the required criteria for eligibility of the researchers as defined in paragraph 2 of this Article.
(c) Equal opportunities

Pursuant to Article III.2.1.a), the beneficiaries will endeavour to ensure a fair female representation by promoting genuine equal access opportunities between men and women throughout the recruitment process. To that end, the beneficiaries shall encourage female candidates to apply taking into account the publicity referred to in point a) of this paragraph, and pay particular attention to ensure no gender discrimination in the application of the recruitment criteria referred to in point b) of this paragraph.

III. 4 - The beneficiary’s relationship with the researcher

1. The agreement shall determine, in accordance with the grant agreement, the conditions for implementing the initial training 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, as well as the Personal Career Development Plan where applicable. The agreement must be kept by the beneficiary for the purposes of audit for the period mentioned in Article II.21.3.

Following the recruitment of the researcher, the beneficiary shall submit to the REA, via the co-ordinator and within 20 days from the signature of the agreement, a signed declaration on the conformity of this agreement with this grant agreement. The co-ordinator shall register the appointment and update the list and description of vacancies available, following the layout and procedures 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(s) in charge supervising the initial training activities as well as a description (abstract) of these activities when a Personal Career Development Plan is not required;

(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 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 shall not be allowed to receive, for the activities carried out in the frame of the project, other incomes than those received from the beneficiary 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.2.2.c);
the provisions for annual and sickness leave according to the internal rules of the beneficiary;

that the researcher must devote him/herself full-time to his/her initial training activities unless there are duly justified reasons connected to personal or family circumstances;

the description and the timetable for the implementation of the initial training activities in case that those activities are split in several separate periods;

the total duration of the agreement, the nature and the date of the recruitment of the researcher in terms of status, provided that the requirements set forth in Article III.2.2.c) and d) as well as in Article III.8.1 are respected and that the working conditions are comparable to those applied to local researchers holding a similar position;

the location(s) where the initial training activities will take place;

that the researcher shall inform the beneficiary as soon as possible of circumstances likely to have an effect on the performance of the project or the agreement, such as:

- where applicable, any significant modification relating to his/her Personal Career Development Plan;

- a pregnancy or a sickness that may directly have an effect on the implementation of the project or the agreement;

the arrangements between the beneficiary and the researcher during and after the initial training activities relating to intellectual property rights, in particular the access to the background, the use of foreground, publicity and confidentiality provided that they are compatible with the provisions in Articles II.9, 12, 25-33 and Articles III.6, 7, 9 and 10;

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 k) and l) of Article III.2.2;

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;

that the researcher will acknowledge the support of the Union under a Marie Curie Initial Training Network in any related publications or other media in accordance with Article III.7;

that the researcher has been made aware of the eligibility criteria he/she has to fulfil at the time of recruitment in order to be eligible under the project.

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 this is 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 recruitment 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. 5 – Reports and deliverables

In addition to the reports mentioned in Article II.4, the consortium shall submit:

1. a progress report, within 30 days after the end of each project year when the reports foreseen in Article II.4 are not due;

2. a mid-term review report, to be the basis of a discussion at the mid-term review meeting referred to in Article III.2.1.c). This report shall be submitted at least one month before the date of the meeting.

III. 6 – Confidentiality

The beneficiaries shall ensure that the researcher has the same rights and obligations as referred to in Article II.9.

III. 7 – Publicity

The beneficiary shall ensure that the researcher has the same rights and obligations as referred to in Article II.12.

PART B – FINANCIAL PROVISIONS

III. 8 – Eligible costs of the project

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

In particular, costs related to the initial training activities carried out under the project may be reimbursed by the REA as follows:

1. Monthly living allowance

   This is a flat rate is set out in Annex I exclusively for the benefit of the researchers appointed under the project according to the applicable reference rates indicated in the Work Programme notwithstanding any additional contribution which might be paid to the researcher by the beneficiary(ies) or any other body referred to in Annex I.

   This flat rate is set out on the basis of a full-time recruitment of the researcher under the project (in case of part-time recruitment, the allowances shall be adapted pro-rata to the time actually spent on the project).

   The beneficiary shall recruit the researcher under an employment contract except where national regulation would prohibit this possibility. For very short stays, the beneficiary may opt between recruiting him/her under an employment contract or under a fixed amount fellowship. In all cases, the use of fixed amount fellowship requires the prior agreement of the REA.

   The reference rates 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 cannot be provided, the beneficiary shall
recruit the researcher under a status equivalent to a fixed amount fellowship and 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 Union contribution for the fixed-amount fellowship. Monthly living allowances applicable are those established in the relevant Work Programme.

In case of parental leave, the REA may decide, upon written request of the researcher and the beneficiary submitted with the final reports at the end of the project, to augment the sum of the Union contribution for the reimbursement of compulsory and non-recoverable costs under the applicable national law. 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.4.1.g) and h) and the amount of the contribution defined in Article III.8.1.

2. Monthly mobility allowance

A monthly mobility allowance is a flat rate allowance to cover expenses linked to the personal household, relocation and travel expenses of the recruited researcher and his/her family in the host country. The mobility allowance takes due account of the family situation of the researcher at the time of the recruitment. The researcher is entitled to the mobility allowance if he/she has undertaken a physical transnational mobility at the start of the initial training activities or within less than 12 months before his/her appointment under the project. The reference rates applicable are those established in the Work Programme foreseen for the following categories of researchers:

i) researcher with family charges;

ii) researcher without family charges.

In this context, family is defined as persons linked to the researcher by:

- marriage, or

- a relationship with equivalent status to a marriage recognised by the national legislation of the country of the beneficiary or of the nationality of the researcher, or

- dependent children who are actually being maintained by the researcher.

In order to take into account the cost of living and the national salary structure in the country/ies where the researcher is devoting him/herself to the initial training activities, the correction coefficients indicated in the Work Programme shall be applied to the above mentioned monthly living and mobility allowances.

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.

3. Contribution to the training expenses of eligible researchers and research/transfer of knowledge programme expenses

This is a flat rate contribution according to the reference rates established in the Work Programme to contribute for expenses related to the participation of researchers to training activities; expenses related to research costs; execution of the training/partnership project and contribution to the expenses related to the coordination between participants.

Costs mentioned in Article II.15.5 shall be eligible.

4. Management activities

Reimbursement of costs for management activities of the project: the maximum share of the Union contribution which may be charged to the project is 10%.

5. Indirect costs

A flat rate of 10% of the direct eligible costs, excluding direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the beneficiary, may be charged to the project to cover the indirect costs of the project.

By derogation from Article 5.2, 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.

Allowances and flat rates referred to in Article III.8 shall be calculated according to the rates established in the applicable annual Work Programme, under which the relevant call for proposals was adopted.

PART C – INTELLECTUAL PROPERTY RIGHTS

III. 9 – Access rights

In addition to the provisions of Article II.30-II.33, 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 initial training activities.

III. 10 – Incompatible or restrictive commitments

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