

**ANNEX III**

**SPECIFIC PROVISIONS**

**MARIE CURIE INTERNATIONAL INCOMING  
FELLOWSHIP  
RETURN PHASE**

**III. 1 – Definitions**

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

1. **Agreement**: means the written agreement concluded between the *beneficiary* and the *researcher*, pursuant to Article III.3.
2. **Location of origin**: means the place defined in Annex I as the location of origin of the *researcher*.
3. **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.c).
4. **Researcher**: means the researcher named in Annex I to this *grant agreement* and appointed by beneficiary to benefit from the *research training activities* of the *project*.
5. **Research activities**: means the transfer of knowledge activities associated with the *researcher* recruited under the *project* as described in Annex I.

**PART A: IMPLEMENTATION OF THE PROJECT**

**SECTION 1 – IMPLEMENTATION AND DELIVRABLES**

**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, 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 under the social security scheme, which is applied to employees in the country of the *beneficiary* or under a social security scheme providing an adequate protection in terms of level and scope at any place of the implementation of the *research activities*;

- 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) provide, 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 to make these means available to the *researcher*, as necessary;
- f) provide reasonable assistance to the *researcher* in all administrative procedures required by the relevant authorities of the country of the *beneficiary*;
- g) take measures to ensure that the *researcher* completes the evaluation questionnaires, provided by the *Commission*, at the end of the *project*;
- h) 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 *Commission*;
- i) record and update, for at least three years after the end of the *project*, the contact details of the *researcher*;
- j) transmit to the *Commission* the completed questionnaires mentioned in point g) and h) of this Article as well as the information mentioned in point i) of this Article upon request;
- k) inform the *Commission* of any event which might affect the implementation of the *project* and the rights of the *Community* and of any circumstance affecting the conditions of participation referred to in the *Rules for Participation*, the *Financial Regulation* and any requirements of the *contract*, 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.c), in particular its duration, its financial implications and the legal and contractual obligations of the *beneficiary* during this period.

### **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.

Within 20 days of the recruitment of the *researcher*, the *beneficiary* shall transmit to the *Commission* a declaration on the conformity of the *agreement* with the *grant agreement* following the layout and procedures communicated by the *Commission*.

The *agreement* shall specify in particular:

- a) the name of the scientist in charge of supervising the *researcher training activities* indicated in Annex I;
- b) the amounts paid by the *beneficiary* to the *researcher* for the purpose of the *researcher activities* ;
- c) the law applicable to the *agreement*;
- d) the social security coverage provided to the *researcher*, in conformity with Article III.2.b);
- e) the provisions for annual and sickness leave according to the internal rules of the *beneficiary*;
- f) the description and the timetable for the implementation of the *research activities*, in case that those activities are split in several separate periods;
- g) 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) and that the working conditions are comparable to those awarded to local researchers holding a similar position;
- h) the location(s) where the *research activities* will take place, as referred to in Annex I;
- i) 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*;
- l) the arrangements between the *beneficiary* and the *researcher* during the *research training activities* and beyond relating to intellectual property, in particular the access to *background*, the use of *foreground*, publicity and confidentiality provided that they are compatible with the provisions foreseen in Articles II. 8, 11, 24-30 and Articles III. 6, 7, 10 and 11;
- m) 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;
- n) 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;

o) that the *researcher* will acknowledge the support of the *Community* under a *Marie Curie International Incoming Fellowship* in any related publications or other media in accordance with Article III.7.

### **III. 4 – Suspension and prolongation of 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 result in an extension exceeding by 30% the duration of the *project* indicated in Article 2 of the *grant agreement*, a failure to respond by the *Commission* within 45 days constitutes approval of the request. The request of suspension by the *beneficiary* must be accompanied by the necessary justifications. The extension of the *project* will be equal to the period of suspension. The same rule applies, *mutatis mutandis*, in case of request to extend the duration of the *project* due to a change of status as defined in paragraph 3 of this Article.

2. In the event of suspension of the *research activity* agreed by the *Commission* during the implementation of the *project*, the reporting period as laid down in Article 3 in which the suspension starts, shall be automatically extended for the length of the duration of the suspension. As a consequence, the start of the subsequent period(s) shall be deferred and the *project* duration laid down in Article 2 shall be automatically extended accordingly.

3. 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 *Commission* during the implementation of the *project*, the reporting period as laid down in Article 3 in which the change of status starts and the subsequent period(s) in which it takes place, shall be automatically extended (or reduced) in proportion. The update of the length of the reporting period(s) concerned shall take as a reference a standard reporting period of 12 months corresponding to a full-time appointment. As a consequence, the start of the period(s) concerned shall be deferred (or anticipated) and the *project* duration laid down in Article 2 shall be automatically extended (or reduced) accordingly.

### **III. 5 – Submission of *project deliverables***

In addition to the provisions of Article 3 and of Article II.3, the *beneficiary* shall submit a mid-term review report to assess the progress of the *research activities*.

The mid-term review report and final activity reports shall be signed by the scientist in charge indicated in Annex I and by the *researcher*.

### **III. 6 – Confidentiality**

The *beneficiary* shall ensure that the *researcher* has the same rights and complies with the 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 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 *Commission* 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 *Community's* financial contribution 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.

#### 1 Eligible expenses for the activities carried out by the *beneficiary*:

- a) a flat rate contribution according to the reference rates established in the *Work Programme* managed by the *beneficiary* for expenses related to the reintegration of the *researcher*, is set out in Annex I.
- b) Reimbursement of costs for management activities of the *project*: the maximum share of the *Community* contribution which may be charged to the *project* is 3%.

#### 2. Indirect costs

A flat rate of 10% of the direct eligible costs excluding direct eligible costs for *sub-contracting* and the cost of resources made available by third parties which are not used on the premises of the *beneficiary* may be charged to the *grant agreement* to cover indirect costs of the *project*.

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

### **III. 10 – Access rights**

In addition to the provisions of Articles II.29-30, 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 training 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.