ANNEX III

SPECIFIC PROVISIONS

[MARIE CURIE EUROPEAN REINTEGRATION GRANT]
[MARIE CURIE INTERNATIONAL REINTEGRATION GRANT]

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. **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).

3. **Researcher**: means the researcher named in Annex I and recruited by the **beneficiary** to benefit from the activities of the **project**.

4. **Researcher activities**: means the activities associated with the **researcher** under the **project** as described in Annex I.

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, the scientist in charge indicated in Annex I being in charge of supervising the **researcher activities** during the entire duration of the **project**;

b) ensure that the **researcher** is recruited under an employment contract and 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 **researcher activities**;

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

e) provide reasonable assistance to the researcher in all administrative procedures required by the beneficiary’s relevant authorities;

f) take measures to ensure that the researcher completes the evaluation questionnaires, provided by the Commission, at the end of the project;

g) 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;

h) record and update, for at least three years after the end of the project, the contact details of the researcher;

i) transmit to the Commission the completed questionnaires mentioned in point f) and g) of this Article as well as the information mentioned in point h) of this Article upon request;

j) 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 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.c), in particular its duration.

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 researcher 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 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 cover 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 timetable of the implementation of the researcher activities;

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) are respected and that the working conditions are comparable to those awarded to local researchers holding a similar position;

h) the location(s) where the researcher 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 European Reintegration Grant] [Marie Curie International Reintegration Grant];

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

j) the arrangements between the beneficiary and the researcher during the research activities and beyond relating to intellectual property rights, 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, 9 and 10;

k) 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 f) and g) of Article III.2;

l) 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;

m) that the researcher will acknowledge the support of the Community under a [Marie Curie European Reintegration Grant] [Marie Curie International Reintegration Grant] 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 for
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 contract, a failure to respond by the Commission within 45 days constitutes an approval of the request. The request of suspension by the beneficiary must be accompanied by the necessary justifications. The extension 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 5 of this Article.

2. The beneficiary shall inform the researcher of the Commission decision.

3. In the event of suspension of the researcher 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.

4. 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 researcher 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 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 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 with respect of 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 in 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 cost for management activities of the project: the maximum share of the Community contribution which may be charged to the project is 3%.

3. 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 researcher 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.