

ANNEX III

SPECIFIC PROVISIONS

MARIE CURIE INDUSTRY-ACADEMIA PARTNERSHIP AND PATHWAYS [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* concerned, and a *researcher*, pursuant to Article III.4.
2. **Beneficiary home organisation:** means the sending *beneficiary* organisation of which the *researcher* is a staff member or *beneficiary* organization at which he/she is newly recruited.
3. **Beneficiary receiving organisation:** means the *beneficiary* organisation hosting at their premises the seconded staff member researcher for the *secondment period*.
4. **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).
5. **Staff member researcher:** means *early-stage researchers*, *experienced researchers* or technical and managerial staff involved in research related activities, who shall have been active at the sending *beneficiary* continuously for at least 12 months prior to the start of the first *secondment period*.
6. **Newly recruited researcher:** means an *experienced researcher* recruited by the *beneficiary home organisation* to benefit from the *knowledge sharing and inter-sector mobility activities* of the *project*, who at the time of recruitment was not a *staff member researcher*.
7. **Early stage researcher:** means a researcher, who at the start of secondment by the *beneficiary receiving organisation* has not yet been awarded a doctoral degree and is in the first 4 years (*full-time equivalent research experience*) of his/her research career.
8. **Experienced researcher:** means a researcher who, at the time of recruitment by the *beneficiary home organisation* or at the start of secondment by the *receiving organisation* is already in possession of a doctoral degree, independently of the time taken to acquire it, or having at least 4 years of *full-time equivalent research experience*.
9. **Full-time equivalent research experience:** means the research experience measured from the date when the *researcher* obtained the degree which would formally entitle him or her to embark on a doctorate, either in the country in which the degree was obtained or in the country in which the *researcher* is recruited or seconded, irrespective of whether or not a doctorate is or was ever envisaged.
10. **Researcher:** means an eligible *early stage* or *experienced researcher* recruited or seconded by a *beneficiary* to participate in the *project*.

11. **Knowledge sharing and inter-sector mobility activities:** means the activities related to the *researcher* under the *project* as described in the *agreement*.
12. **Secondment period:** means a period spent by a *staff member researcher* at a *beneficiary receiving organisation* under the *project*.
13. **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*

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) organise a mid-term review meeting between its representatives and the *Research Executive Agency (REA)* in the frame of this *project*. The *beneficiaries* shall agree with the *REA* the date, the venue and the agenda for the meeting at least two months in advance of it;
 - (c) 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*.
 - (d) ensure that secondments represent at least 50% of all the *researcher-months* supported by the *project*;
 - (e) ensure that no more than 30% of the *researcher-months* of the *project* are used for secondments between beneficiaries established in the same country;
2. In addition to the obligations identified in Article II.3, the *beneficiary home organisation* 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 under the *project*;
 - (b) conclude an *agreement* with each *researcher* appointed under the *project*, in accordance with the provisions of Article III.4;
 - (c) host the *newly recruited researcher* for the period(s) specified in the *agreement*;
 - (d) ensure that the *newly recruited 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 2004¹;

¹ As amended by Regulation (EC) No 988/2009 of the European Parliament and of the Council of 16 September 2009, Commission Regulation (EU) No 1244/2010 of 9 December 2010 and Corrigendum, OJ L 200, 7.6.2004, p. 1 (883/2004).

If the *newly recruited researcher* will carry out the *knowledge sharing and inter-sector mobility activities* of the *project* in a non-EU Member State, the *beneficiary home organisation* shall ensure that the *newly recruited researcher* is covered under a social security scheme providing protection at least equivalent to that of local researchers holding a similar position;

- (e) ensure that the *newly recruited researcher* enjoys the same standards of safety and occupational health as those applicable to local researchers holding a similar position;
- (f) execute by the due dates all payments for which it is responsible, in accordance with the *agreement* provided for in Article III.4;
- (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 *newly recruited researcher*, as necessary;
- (h) provide reasonable assistance to the *researchers* in all administrative procedures required by the relevant authorities of the *beneficiary home organisation* as well as in all administrative procedures necessary for *secondment periods*, such as visas and work permits required by the relevant authorities of the country of the *beneficiary receiving organisation*;
- (i) ensure that each *researcher* will work under the *project* for the time specified in the *agreement*;
- (j) commit by contractual means to host the *staff member researcher* on his/her return from the *secondment period*, for at least the same duration as the *secondment period* in case of *secondment periods* less than one year, or for at least 12 months in case of *secondment periods* equal or longer than 1 year;
- (k) take measures to ensure that each *researcher* completes the evaluation questionnaires, provided by the *REA* at the end of the *researcher knowledge sharing and inter-sector mobility 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) transmit to the *REA upon request* the completed questionnaires mentioned in points k) and l) of this paragraph.

3. In addition to the obligations identified in Article II.3, each *beneficiary receiving organisation* shall:

- (a) conclude, together with the *beneficiary home organisation*, an *agreement* with each *staff member researcher* hosted for a *secondment period* under the *project*, in accordance with the provisions of Article III.4 and host the concerned *staff member researcher* for the period(s) specified in the *agreement*;
- (b) during the *secondment period*, ensure that the *staff member 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 2004²;

Where this period is spent in a non-EU Member State, the *beneficiary receiving organisation* shall ensure that the *staff member researcher* is covered under a social security scheme providing protection at least equivalent to that enjoyed by local researchers holding a similar position;

- (c) during the *secondment period*, ensure that the *staff member researcher* enjoys the same standards of safety and occupational health as those applicable to local researchers holding a similar position;
 - (d) execute, by the due dates, all payments for which it is responsible, in accordance with the *agreement* provided for in Article III.4;
 - (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 *staff member researcher*, as necessary;
 - (f) provide reasonable assistance to the *staff member researcher* in all administrative procedures such as visas and work permits required by the relevant authorities of the *beneficiary receiving organisation*;
 - (g) ensure that each *staff member researcher* will work under the *project* for the time specified in the *agreement*;
 - (h) take all necessary and reasonable measures to ensure the return of the *staff member researcher* after the *secondment period* to his/her *beneficiary home organisation*;
4. In addition to the obligations identified in Article II.3, each *beneficiary* shall 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 recruitment of a *researcher*;
 - *parental leave* at the request of a *researcher* and its consequences pursuant to the applicable national law, in particular its duration, its financial implications and the legal and contractual obligations of the *beneficiary* during this period.

III. 3 –Selection of the *researcher(s)*

1. In accordance with the conditions mentioned below, the *beneficiary home organisation* shall select, in agreement with the *beneficiary receiving organisation* concerned the necessary number of *researchers* according to the objectives of the *project* and the indicative distribution as referred to in Annex I.
2. Criteria for eligibility of *newly recruited researcher(s)*

² As amended by Regulation (EC) No 988/2009 of the European Parliament and of the Council of 16 September 2009, Commission Regulation (EU) No 1244/2010 of 9 December 2010 and Corrigendum, OJ L 200, 7.6.2004, p. 1 (883/2004)

To be eligible, each *newly recruited researcher* shall simultaneously fulfil the following criteria at the time of recruitment by the *beneficiary home organisation* concerned in the frame of this *project*.

(a) Nationality

The *newly recruited researcher* may be of any nationality.

(b) Mobility

At the time of recruitment the *newly recruited researcher* shall not have resided or carried out his/her main activity 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* shall not have spent more than 12 months in the 3 years immediately prior to the selection by the *beneficiary* in the same appointing organisation.

(c) Qualifications and research experience

To be eligible, the *newly recruited researcher* shall be an *experienced researcher* who at the time of recruitment was not a *staff member researcher*.

3. Criteria for the eligibility of *staff member researcher(s)*

To be eligible for a *secondment period*, a *staff member researcher* must be an *early stage* or an *experienced researcher*, or a technical and research managerial staff. To be eligible *staff member researchers* must have been active continuously for at least 12 months (full time equivalent) at the premises of the *beneficiary home organisation* prior to the start of the first *secondment period*.

4. Criteria for eligibility of the *researcher's knowledge sharing and inter-sector mobility activities*:

(a) Duration

Newly recruited researchers will be recruited under the *project* for a period between 12 and 24 months (full-time equivalent).

The *secondment period* carried out by a *staff member researcher* can have a duration of at least 2 months up to a maximum of 24 months (full-time equivalent).

The *researcher* shall devote him/herself full-time to his/her *knowledge sharing and inter-sector mobility activities*. Only for duly justified reasons associated with personal or family circumstances, may the *researcher* be allowed to devote him/herself part-time to his/her *knowledge sharing and inter-sector mobility activities*. The *secondment period* spent under the *project* can be split in several stays not exceeding 24 months in total and not going beyond the *project* duration. The duration of each phase shall have significance for the *knowledge sharing and inter-sector mobility activities* and form a coherent part of them or on the contrary, be justified on grounds of family reasons of the *researcher*.

(b) Content

The *knowledge sharing and inter-sector mobility activities* shall consist of activities within a scientific and technological area in the framework of the *project* defined in Annex I.

5. Recruitment procedure

(a) Publication of vacancies

The *beneficiaries* are required to publicise internationally the vacancies available in the framework of the *project* for *newly recruited 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 *beneficiary home organisation* shall select the *newly recruited researchers* following open, transparent, impartial and equitable selection 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 carry out the *knowledge sharing and inter-sector mobility activities*;
- their conformity with the required criteria for eligibility of the *researcher* as defined in paragraph 2 and 3 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.

To that end, they shall encourage female candidates to apply, and pay particular attention to ensure no gender discrimination in the application of the criteria referred to in Article III.3.5.b).

III. 4 - The *beneficiaries'* relationship with the *researcher*

1. The *agreement* shall determine, in accordance with the *grant agreement*, the conditions for implementing the *knowledge sharing and inter-sector mobility activities* and the respective rights and obligations of the *researcher*, the *beneficiary home organisation* and, for *secondment periods*, the *beneficiary receiving organisation* concerned.

The *grant agreement* including any possible amendments shall be annexed to the *agreement*. An original of the *agreement* shall be kept by the *beneficiary(ies)* concerned for the purposes of audit for the period mentioned in Article II.21.3.

Within 20 days from the signature of the *agreement*, the *beneficiary* shall submit, through the relevant electronic system indicated by the *REA*, a declaration on the conformity of this *agreement* with this *grant agreement*. The *beneficiary home organisation* shall register the recruitment and update the list and description of available vacancies, following the layout and procedures communicated by the *REA*.

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

- (a) the name of the scientist(s) in charge supervising the *knowledge sharing and inter-sector mobility activities* at the *beneficiary home organisation* and, where applicable, at the *beneficiary receiving organisation* as well as a description (abstract) of these activities;
- (b) the amounts that the *researcher* is entitled to receive from the *beneficiary home* or *receiving organisation* for recruitment or *secondment periods*, pursuant to this *grant agreement* and the arrangements for payment of the amounts due to the *researcher*. The correction coefficients to be applied for the recruitment are those applicable to the *beneficiary home organisation* and for the secondment are those applicable to the *beneficiary receiving organisation*;
- (c) any additional contribution paid to the *researcher* by the *beneficiary(ies)* concerned and/or any other body 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 *knowledge sharing and inter-sector mobility activities*, shall not be allowed to receive other incomes than those received from the *beneficiary(ies)* and/or any other body 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.d);
- (i) the provisions for annual and sickness leave according to the internal rules of the *beneficiary* where the *knowledge sharing and inter-sector mobility activities* are carried out;
- (j) that the *researcher* shall devote him/herself full-time to his/her *knowledge sharing and inter-sector mobility activities* unless there are duly justified reasons connected to personal or family circumstances;
- (k) the description and the timetable for the implementation of the *knowledge sharing and inter-sector mobility activities* in case that those activities are split in several separate periods;
- (l) the total duration, the nature and the date of entry into force of the *agreement*, provided that the requirements set forth in Article III.2.2.d) and e) and Article III.2.3.b) and c) 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;
- (m) the location(s) where the *knowledge sharing and inter-sector mobility activities* will take place;
- (n) that the *researcher* shall inform the *beneficiary(ies)* concerned, as soon as possible, of circumstances likely to have an effect on the performance of the *project* or the *agreement*, such as pregnancy or sickness;

- (o) the arrangements between the *beneficiary(ies)* and the *researcher* during and after the *knowledge sharing and inter-sector mobility activities* 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 in articles II. 9, II.12, II.25-33 and Articles III.6, III.7, III.9 and III. 10;
 - (p) the express guarantee from the *beneficiary home organisation* that the appointment contract in force before the *secondment period* will be maintained, with the same employment conditions, for at least the same duration as the *secondment period* in case of *secondment periods* less than one year or for at least 12 months in case of *secondment periods* equal to or longer than 1 year;
 - (q) the commitment of the *staff member researcher* to return after the *secondment period* to the *beneficiary home organisation* premises for at least the same duration as the *secondment period* in case of *secondment periods* less than one year, or for at least 12 months in case of *secondment periods* equal or longer than 1 year;
 - (r) that the *researcher* shall commit him/herself to complete, sign and transmit to the *beneficiary home organisation* the evaluation and follow up questionnaires referred to in points k) and l) of Article III.2.2;
 - (s) that the *researcher* will acknowledge the support of the *Union* under the *Marie Curie Industry-Academia Partnership and Pathways* in any related publications or other media in accordance with Article III.7;
 - (t) 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. The *beneficiaries* 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 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.b. 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 that he/she shall comply with the same obligations as the concerned *beneficiary*, as referred to in Article II.9.

III. 7 – Publicity

The *beneficiaries* shall ensure that the *researcher* has the same rights and that he/she shall comply with the same obligations as the concerned *beneficiary*, as referred to in Article II.12.

PART B - FINANCIAL PROVISIONS

III. 8 – 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.

In particular, costs related to the *knowledge sharing and inter-sector mobility activities* carried out under the *project* may be reimbursed by the *REA* as follows:

1. Monthly living allowance for the period of the *knowledge sharing and inter-sector mobility activities*

This is a flat rate set out in Annex I exclusively for the benefit of the *researcher* 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* or any other body referred to in the *agreement*.

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

Newly recruited researchers shall be recruited under an employment contract except where national regulation would prohibit this possibility. When an employment contract can not be provided, the *beneficiary* shall appoint the *newly recruited researcher* under a status equivalent to a fixed-amount fellowship according to the previously indicated annual rates.

During *secondment periods*, the *beneficiary home organisation*, in agreement with the *beneficiary receiving organisation*, and in accordance with the indicative distribution as per the respective table in Annex I, can opt between appointing the *researcher* under an employment contract or a status equivalent to a fixed-amount fellowship according to the amounts established in the *Work Programme*. In case of an employment contract, the *researcher* may not receive a full or part-time salary from another employment contract, not excluding the possibility of an additional contribution paid by the *beneficiary*, from other sources than the contribution from the *Union*, or any other body referred to in the *agreement*.

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*. Any status proposed to the *researcher* equivalent to a fixed amount fellowship shall be compatible with the applicable legislation of the *beneficiary host organisation* and shall ensure 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. The applicable monthly living allowances 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 shall take into account of the family situation of the *researcher* at the time of the recruitment or at the start of the *secondment period*. In case of secondment, the *researcher* is entitled to the mobility allowance if he/she has undertaken a physical transnational mobility at the start of the *secondment period*.

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:

- (i) marriage, or
- (ii) a relationship with equivalent status to a marriage recognised by the national legislation of the country of the *beneficiary host organisation* or of the nationality of the *researcher*, or
- (iii) dependent children 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 carrying out the *knowledge sharing and inter-sector mobility activities*, the correction coefficients indicated in the *Work Programme* shall be applied to the above mentioned monthly living and mobility allowances. In case of secondment, the correction coefficients to be applied are those applicable to the *beneficiary receiving organisation*.

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 to expenses related to the participation of eligible *researchers* in training activities, expenses related to research costs, to the execution of the partnership *project*, to the transfer of knowledge activities, and contribution to the expenses related to the co-ordination between *beneficiaries*.

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. Equipment expenses for SMEs

SMEs participating in the *project* as *beneficiaries*, may receive the reimbursement of the actual costs of small equipment up to 10% of the part of the *Union* contribution

allocated to the benefit of the concerned SME *beneficiary* if these costs are duly justified and on the basis of the *REA*'s prior approval.

6. Indirect costs

A flat rate of 10% of the direct eligible costs, excluding direct eligible costs for subcontracting 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 *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 Articles II.30-II.33, the *beneficiary(ies)* 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 *knowledge sharing and inter-sector mobility 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."