

ANNEX III**SPECIFIC PROVISIONS****[MARIE CURIE EUROPEAN REINTEGRATION GRANT]****[MARIE CURIE INTERNATIONAL
REINTEGRATION GRANT]****[MARIE CURIE CAREER INTEGRATION GRANT]****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.c).
3. ***Researcher***: means the professional researcher named in Annex I and recruited by the beneficiary to benefit from the activities of the project.
4. ***Research activities***: means the activities associated with the researcher under the project as described in Annex I.
5. ***Work Programme***: means the plan 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, 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 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 researcher activities the same standards of safety and occupational health as those awarded to local researchers holding a similar position;
- d) ensure that the reports have been approved by the researcher and/or the scientist in charge indicated in Annex I before the electronic submission of the reports to the REA, in accordance with Article II.3.4;
- 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 researcher, as necessary;
- f) provide reasonable assistance to the researcher in all administrative procedures required by the beneficiary's relevant authorities;
- g) take measures to ensure that the researcher completes the evaluation questionnaires, provided by the REA, 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 REA;
- 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 REA 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 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.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.

If foreseen by Article 2 of the grant agreement the beneficiary shall notify 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, whichever 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 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] [Marie Curie Career Integration 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, II.11, II.24-II.30 and Articles III.6, III.7, III.9 and III.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 g) and h) 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 Union under a [Marie Curie European Reintegration Grant] [Marie Curie International Reintegration Grant][Marie Curie Career Integration Grant] in any related publications or other media in accordance with Articles II.11 and III.7.

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 for 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 an approval of the request. The request of suspension by the beneficiary must be accompanied by the necessary justifications.
2. The beneficiary shall inform the researcher of the REA's decision.
3. In the event of suspension of the researcher 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.
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 REA 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 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 24 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 *researcher 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 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 financial contribution of the Union or any other advantage provided for in the grant agreement

PART B – FINANCIAL PROVISIONS

III. 9 – The financial contribution of the Union

The financial contribution of the *Union* consists of a flat-rate per *researcher*-year managed by the *beneficiary* for the expenses related to the reintegration of the *researcher* according to the reference rates established in the *Work Programme* and set out in Annex I.

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 *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.