

ANNEX III**SPECIFIC PROVISIONS****MARIE CURIE INITIAL TRAINING NETWORKS
[EUROPEAN INDUSTRIAL DOCTORATES]****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 researcher***: means a researcher who, at the time of recruitment by the *beneficiary(ies)*, has not yet been awarded the doctorate degree and is in the first 4 years (full-time equivalent) of his/her research career. 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 researcher is recruited irrespective whether or not a doctorate is envisaged.
3. ***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 partner(s)* and may also include any other stakeholders of relevance to the training programme, including those from the private sector and other socio-economic actors, where relevant.
4. ***Consortium agreement***: means the agreement that the EID beneficiaries are required to conclude between themselves.
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.4.2.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 both private and public sectors, in particular through well-targeted secondments) 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 researcher* selected and recruited by a *beneficiary(ies)* 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(ies)* 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, party to a *partnership agreement* with the *beneficiaries*, providing training in research and transferable skills, as well as *secondment* opportunities and participating in the *supervisory board*.
12. **Partnership agreement:** means a strategic agreement signed between the beneficiaries and one or more associated partners. Upon request, this agreement has to be submitted to the REA within 30 days from the receipt of the request from REA.

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 representatives of both *beneficiaries* and of the *associated partner(s)* 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) establish, together with the *associated partner(s)*, a *supervisory board* of the network;
 - (d) 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*.
 - (e) conclude a *consortium agreement* between all *beneficiaries* within 45 days after the start date of the project.
2. In addition to the obligations identified in Article II.3., the *beneficiary(ies)* shall:
 - (a) jointly 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(ies)* in the frame of this *project*;
 - (b) both, or at least one of them, 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 2004¹. Where the *researcher* will carry out the *initial training activities* in a non-EU Member State, the *beneficiary(ies)* 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) jointly ensure that a *Personal Career Development Plan* is established, where applicable;
- (g) ensure that the recruited *researcher* will be jointly supervised by at least two supervisors, one from each *beneficiary*;
- (h) 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;
- (i) provide reasonable assistance to the *researcher* in all administrative procedures required by the relevant authorities of the country of the *beneficiary(ies)* 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(ies)* and/or *associated partner* where the *researcher* may carry out a *secondment*;
- (j) ensure that each *researcher* spends at least 50% of his/her time under the project at the private sector *beneficiary*;
- (k) ensure that each *researcher* will be trained under the *project* for the time specified in the *agreement*;
- (l) take measures to ensure that each *researcher* completes the evaluation questionnaires, provided by the *REA*, at the end of the *initial training activities*;
- (m) 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*;
- (n) transmit on *REA*'s request the completed questionnaires mentioned in point l) and m) of this paragraph;
- (o) ensure that the *associated partner(s)* has the means referred to in point h) of this paragraph and make these means available to the *researcher*, as necessary, during the *secondment*;

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).

- (p) ensure that the assistance referred to in point i) of this paragraph is also provided by the *associated partner(s)* 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(ies)* 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(ies)*, the *researcher* must not have resided or carried out his/her main activity (work, studies, etc...) in the country of the *beneficiary(ies)* 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.

The *researcher* employed by both *beneficiaries* must respect the above mobility rule with regard to both employers.

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(ies)* in the same recruiting organisation.

- (c) Qualifications and research experience

The *researcher* must fulfil the requirements associated with the category of:

Early stage researchers as defined in Article III.1.

In addition, the *researcher* must be enrolled in a doctoral programme

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 *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

The tutoring and supervision arrangements must include academic support by a specified academic supervisor(s) with the adequate experience.

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 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(ies)*'s relationship with the *researcher*

1. The *researcher* will be employed by either both *beneficiaries*, or employed by one of them and seconded to the other *beneficiary* for the share of time foreseen in the *agreement*.
2. 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(ies)* 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(ies)* 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(ies)* 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(ies)* shall register the recruitment 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 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(ies)* pursuant to this *grant agreement* and the arrangements for payment of the amounts due to the *researcher*;
- (c) any additional contribution paid to the *researcher* by the *beneficiary(ies)* 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* 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(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.c);
- (i) the provisions for annual and sickness leave according to the internal rules of the *beneficiary(ies)*;
- (j) 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;
- (k) the description and the timetable for the implementation of the *initial training 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* 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;

- (m) the location(s) where the *initial training activities* will take place;
 - (n) that the *researcher* shall inform the *beneficiary(ies)* 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*;
 - (o) the arrangements between the *beneficiary(ies)* 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;
 - (p) that the *researcher* shall commit him/herself to complete, sign and transmit to the *beneficiary(ies)* the evaluation and follow-up questionnaires referred to in points l) and m) of Article III.2.2;
 - (q) 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;
 - (r) 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*.
3. The payment arrangements referred to in paragraph 2.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 2.g) of this Article. The *beneficiary(ies)* 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.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 obligations as referred to in Article II.9.

III. 7 – Publicity

The *beneficiaries* 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 the *agreement*.

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

The *beneficiary(ies)* shall recruit the *researcher* under an employment contract except where national regulation would prohibit this possibility. For very short stays, the *beneficiary(ies)* 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(ies)* 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(ies)* 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(ies)* submitted with the final reports at the end of the *project*, to augment the sum of the European 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.4.2.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.

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(ies)* 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 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 eligible *researchers* to training activities and expenses related to research costs, as well as to contribute 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. 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(ies)*, 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(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 *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."