

**ANNEX III**

**SPECIFIC PROVISIONS**

**MARIE CURIE CO-FUNDING OF REGIONAL NATIONAL  
AND INTERNATIONAL PROGRAMMES**

**III. 1 – Definitions**

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

1. **Programme:** means a regional, national or international programme that funds the trans-national mobility of *experienced researchers* via the award of fellowships.
2. **Host organisation:** legal entity where the *experienced researcher* carries out the *research training activities* during the *incoming, outgoing* or *re-integration mobility*.
3. **Research training activities:** means the activities related to the research training and career development to be provided to the *experienced researcher* under the *project* as described in the *fellowship agreement*.
4. **Fellowship agreement:** means the agreement signed between either the *beneficiary* or the *host organisation* or any legal entity specified in the *programme* and the *experienced researcher* which determines the conditions for implementing the *research training activities*, and the respective rights and obligations.
5. **Experienced researchers:** means professional *researchers*: 1) already in possession of a doctoral degree, independently of the time taken to acquire it or 2) having at least 4 years of research experience (full-time equivalent) including the period of research training, after obtaining the degree which formally allow them to embark on a doctorate in the country in which the degree/diploma was obtained or in the country in which the research training is provided irrespective whether or not a doctorate was envisaged.
6. **Incoming mobility:** means the period spent by an *experienced researcher* at the premises of a *host organisation* located in a member state or *associated country* other than the country of his/her nationality or residence in accordance with Annex I to this *grant agreement*.
7. **Outgoing mobility:** means the period spent by an *experienced researcher* at the premises of a *host organisation* located in a member state, *associated country* or *third country*, other than the country of his/her nationality or residence, including a possible reintegration phase, in accordance with Annex I to this *grant agreement*.

8. **Reintegration mobility** : means the period spent by an *experienced researcher*, who is a national of member state or *associated country*, at the premises of a *host organisation* located in a member state or *associated country* after having carried out research in a *third country* for at least 3 years.

## **PART A: IMPLEMENTATION OF THE PROJECT**

### **III. 2 – Performance obligations**

In addition to the obligations identified in Article II.2, the *beneficiary* shall ensure that:

- a) Each *experienced researcher* is selected according to the eligibility criteria set down in Article III.3 as well as in accordance with the rules of the *programme*;
- b) for each *experienced researcher* a *fellowship agreement* is concluded for a period starting within the duration of the *project* and covering the duration of the *research training activities* and is in accordance with the provisions of the *grant agreement*;
- c) all payments to which the *experienced researcher* is entitled are executed in accordance with the *fellowship agreement*;
- d) each *experienced researcher* selected under the *project* carries out the *research training activities* as specified in the *fellowship agreement* awarded under the *programme*;
- e) each *experienced researcher* is informed that she or he is considered as a Marie Curie fellow;
- f) each *experienced researcher* is covered under the social security legislation applicable according to Title II of Council Regulation (EEC) No 1408/71 of 14 June 1971.

Where the *experienced researcher* will carry out the *research training activities* in a non-EU Member State, the *beneficiary* shall ensure that the *experienced researcher* is covered under a social security scheme providing protection at least equivalent to those of local researchers holding a similar position;

- g) each *experienced researcher* enjoys, at any place of the implementation of the *research training activities* the same standards of safety and occupational health as those awarded to local researchers holding a similar position;
- h) each *experienced researcher* has, throughout the period covered by the *fellowship agreement* access to the means, including the infrastructure, equipment and products, for carrying out the *research training activities* ;
- i) the *host organisation* has the means referred to in point h) and makes these means available to the *experienced researcher*, as necessary, during the period covered by the *fellowship agreement*.
- j) reasonable assistance is provided to the *experienced researcher* in all administrative procedures required by the relevant authorities;

- k) the *research training activities* are carried out in accordance with the ethical framework of the seventh framework programme, all applicable legislation, any relevant future legislation, and the specific programme "People" of the seventh framework programme;
- l) the *Commission* is informed of any modification relating to the information having served as a basis for the selection of the *programme* or of the *experienced researcher*, in particular, for the level of co-funding by the *Community*;
- m) ensure that the relevant arrangements between the *host organisation* or any legal entity specified in the *programme* and the *experienced researcher* during the *research training activities* and beyond relating to intellectual property rights, in particular to access to *background*, the use of *foreground*, publicity and confidentiality are compatible with the provisions foreseen in Article II. 8, II.11, II.24-II.30 and Articles III.5, III.6, III.8 and III.9.

### **III. 3 – Selection of the *experienced researchers***

1. In accordance with the conditions mentioned below, the *beneficiary* shall ensure that *experienced researchers* are selected according to the objectives of the *project* and the indicative distribution of the *Community* financial contribution referred to in Annex I.

#### 2. Criteria for eligibility of the *experienced researcher(s)*

The *experienced researcher* must fulfil at the time of the start of the *research training activities* the requirements of *experienced researcher* as defined in Article III.1.5 as well as the conditions regarding the type of trans-national mobility undertaken (outgoing/incoming/re-integration) defined in Articles III.1.6, III.1.7 or III.1.8 and any additional eligibility criteria as specified in Annex I or the *fellowship* agreement.

#### 3. Selection procedure

##### a) Publication of vacancies

The calls related to the fellowships available for *experienced researchers* in the framework of the *project* shall be appropriately advertised and published, including on the web-sites requested by the *Commission*.

##### b) Selection criteria

The *beneficiary* must ensure that *experienced researchers* are selected, following open, transparent, impartial and equitable selection procedures.

### **III. 4 – Reports and deliverables**

In addition to the provisions of Article 3 and Article II.3, the *beneficiary* shall submit for each reporting period a mid-term interim progress report.

At end of each reporting period the *beneficiary* shall report for each *experienced researcher* the following information related to the *project*:

- the name and contact details, gender and nationality;
- the total duration of the fellowship and the time spent during that particular reporting period as well as any suspension period or an early termination of the *fellowship*;
- the date of the appointment and the nature in terms of status (employment contract or grant);
- the location where the activities has taken place;
- the mobility scheme implemented (incoming, reintegration and/or outgoing).

### **III. 5 – Confidentiality**

The *beneficiary* shall ensure that the *experienced researcher* and the *host organisation* have the same rights and comply with the same obligations as the *beneficiary*, as referred to in Article II.8.

### **III. 6– Publicity**

The *beneficiary* shall ensure that the *experienced researcher* and the *host organisation* have the same rights and comply with the same obligations as the *beneficiary*, as referred to in Article II.11. In addition, selected programmes are required to brand the eligible fellowships awarded "Co-funded by Marie Curie Actions".

## **PART B – FINANCIAL PROVISIONS**

### **III. 7. – Community financial contribution**

A fixed amount per *experienced researcher*-year determined for each type of mobility that includes also the management costs and the indirect costs incurred by the *beneficiary* for the *programme* management linked to the *project* and/or by the *host organisation* for the implementation of the fellowships awarded under the *project* is set out in Annex I of this *grant agreement*.

If relevant, the allowances shall be adapted pro-rata to parts of fellowship agreement periods eligible for funding under the grant agreement.

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

### **III.8. – Access rights**

In addition to the provisions of Articles II.29-30, the *beneficiary* shall ensure that the *experienced 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*.

### **III. 9. – Incompatible or restrictive commitments**

The *beneficiary* shall ensure the *experienced researcher* is informed as soon as possible, of any restriction which might substantially affect the granting of *access rights*, as the case may be.