

**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(ies)* concerned, and a *researcher*, pursuant to Article III.4.
2. ***Location of origin***: means the place where the *researcher* was residing or carrying out his/her main activity when taking up appointment at the start of his/her *knowledge sharing and inter-sector mobility activities* unless (s)he has resided or carried out his/her main activity for less than 12 months in this location immediately prior to this date. In the latter case, the location of origin is the capital city of the country of his/her nationality. In case of a *researcher* holding more than one nationality, the location of origin is the capital city of the country where the *researcher* was residing for the longest period during the last 5 years prior to his/her appointment.
3. ***Beneficiary home organisation*** means the *beneficiary* from which the *researcher* is a staff member or is newly recruited.
4. ***Beneficiary host organisation*** means the *beneficiary* hosting the *staff member researcher* for the *secondment period*.
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.4.1.g).
6. ***Staff member researcher***: means an *early stage* or an *experienced researcher* selected amongst the staff members by his/her *beneficiary home organisation* to benefit from the knowledge sharing and inter-sector mobility activities of the *project*. In case of technical and managerial staff involved in *research related activities*, they are assimilated to *early stage* or *experienced researcher* depending on their level of professional experience.
7. ***Newly recruited researcher*** means a non-staff *experienced researcher* recruited by the *beneficiary home organisation* to benefit from the *knowledge-sharing and inter-sector mobility activities* of the *project*.
8. ***Early stage researcher*** means a *researcher* in the first 4 years (full-time equivalent) of their research careers, including the period of research training, starting at the date of obtaining the degree which would formally entitle him/her to embark on a doctorate either in the country in which the degree was obtained or in the country in which the

*knowledge sharing and inter-sector mobility activities* are provided, irrespective whether or not a doctorate is envisaged.

9. **Experienced researcher** means a *researcher* 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) after obtaining the degree which formally allows him/her to embark on a doctorate in the country in which the degree/diploma was obtained or in the country where the *knowledge sharing and inter-sector mobility activities* are provided.
10. **Researcher:** means a professional, eligible *early stage* or *experienced researcher* selected and appointed 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 the period spent by a *staff member researcher* at a *beneficiary host 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 representative and the *Commission*. The *beneficiary* shall agree with the *Commission* 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 *researchers-months* to be selected on the *project* as per the respective table in Annex I, and inform beforehand the *Commission* of any such transfers through the submission of an updated table. The *Commission* reserves the right not to accept the proposed re-distribution, in cases where it is considered detrimental to the proper implementation of the *project*.

2. In addition to the obligations identified in Article II.3, the *beneficiary home organization* shall:

- a) select, in agreement with the *beneficiary host organisation* concerned for the *staff member researchers*, 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 appointment under the *project*;
- b) conclude, together with the *beneficiary host organisation* concerned for the *staff member researchers*, 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 Council Regulation (EEC) N° 1408/71 of 14 June 1971. Where 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 those 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 awarded to local researchers holding a similar position;
- f) execute, by the due dates, in accordance with the *agreement* provided for in Article III.4, all the payments for which it is responsible;
- g) 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 *newly recruited researcher*, as necessary;
- h) provide reasonable assistance to the *researchers* in all administrative procedures required by the relevant authorities of the *home organisation beneficiary* 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 host organisation*;

- i) ensure that each *researcher* will work under the *project* for the time specified in the *agreement*;
- j) ensure by contractual means the commitment to host the *staff member researcher* on his/her return after the *secondment period* for at least 12 months and maintain his/her appointment contract in force before the *secondment period* for at least 12 months after the *secondment period*;
- k) take measures to ensure that each *researcher* completes the evaluation questionnaires, provided by the *Commission*, 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 *Commission*;
- m) record and update, for at least three years after the end of the *project*, the contact details of the *researchers*;
- n) transmit to the *Commission* the completed questionnaires mentioned in point l) and m) of this paragraph as well as the information mentioned in point n) of this paragraph upon request.

3. In addition to the obligations identified in Article II.3.2, each *beneficiary host 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 *period* spent by a *staff member researcher* at a *beneficiary host organisation* under the *project*, ensure that the *staff member researcher* is covered under the social security legislation applicable according to Title II of Council Regulation (EEC) N° 1408/71 of 14 June 1971. Where this period is spent in a non-EU Member States, the *beneficiary host organisation* shall ensure that *the staff member researcher* is covered under a social security scheme providing protection at least equivalent to those of 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 awarded to local researchers holding a similar position;
- d) execute, by the due dates, in accordance with the *agreement* provided for in Article III.4, all the payments for which it is responsible;
- 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 host 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 *member staff*

*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 *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 an *agreement*;
- any modification relating to the information having served as a basis for the selection 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 host 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)*:

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

#### a) Nationality

The *researcher* may be a national of a Member State of the *Community*, of an *Associated State* or of any other *third country*.

#### b) Mobility

The *newly recruited researcher* shall not be a national of the State in which the *beneficiary home organisation* is located.

In the case of a *newly recruited researcher* holding more than one nationality, he/she will be able to be hosted by a *beneficiary home organisation* located in the country of his/her nationality in which (s)he has not resided during the previous 5 years.

At the time of appointment, the *researcher* may not have resided or carried out his/her main activity in the country of the *beneficiary home organisation*, for more than 12 months in the 3 years immediately prior to his/her appointment under the *project*. Short stays such as holidays are not taken into account.

As an exception to the general rule, a *researcher* holding the nationality from a Member State or an *Associated Country* can carry out his/her *knowledge sharing and inter-sector mobility activities* in his/her country of nationality if he/she can provide evidence testifying that s/he has legally resided and had his/her main activity in a non-Member State or in a non-*Associated Country* for at least three of the last four years immediately prior to his/her appointment. However, in the context of a collaboration established between more than two participants, a limited level of inter-sector mobility may be allowed between two

participants in the same Member State or Associated country, at the conditions and within the limits established in the *Work Programme*.

These mobility rules do not apply if the *newly recruited researcher* is appointed by an *international European interest organisation*, an *international organisation* or the *JRC*.

c) Qualifications and research experience

To be eligible, the *newly recruited researcher* must be an *experienced researcher*

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

a) Mobility

At the time of appointment, the *staff member researcher* may not have resided or carried out his/her main activity in the country of the *beneficiary host organisation*, for more than 12 months in the 3 years immediately prior to his/her appointment under the *project*. Short stays such as holidays are not taken into account.

b) Qualification and research experience

To be eligible for a *secondment period*, a *staff member researcher* must be an *early stage* or an *experienced researcher* and, in addition, must have been active continuously for at least 12 months (full time equivalent) at the premises of the *beneficiary home organisation*.

4. Criteria for eligibility of the *researcher transfer knowledge sharing and inter sector mobility activities*

a) Duration

*Newly recruited researchers* can be appointed under the *project* for at least one year up to a maximum of two years (full-time equivalent).

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

The *researcher* must 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 *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 be justified on grounds of family reasons of the *researcher*.

b) Content

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

5. Selection procedure

a) Selection criteria

The *beneficiary home organisation* in agreement with the *beneficiary host organisation* concerned for *secondment periods* must select the *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* and
- their conformity with the required criteria for eligibility of the *researcher* as defined in paragraph 2 and 3 of this Article.

b) Equal opportunities

Pursuant to Article III.2.1.a), the *beneficiaries* endeavor to assure a fair female representation by promoting real equal access opportunities between men and women throughout the selection.

To that end, they seek and encourage female candidates and pay, in the application of the selection criteria referred to in point a) of this paragraph, a particular attention to ensure no gender discrimination.

### 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 host organisation* concerned.

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

Following the appointment of the *researcher*, and in any case before the time limit defined in Article II.4.1, the *beneficiaries* concerned shall transmit to the *Commission*, via the *co-ordinator*, a signed declaration on the conformity of the *agreement* with this *grant agreement*. The *co-ordinator* shall register the appointment and update the list and description of vacancies available, following the layout and procedures communicated by the *Commission*.

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

- a) the name of the scientist(s) in charge of supervising the *knowledge sharing and inter sector mobility activities* at the *beneficiary home organisation* and, where applicable, at the *beneficiary host organisation* as well as a description (abstract) of these activities;
- b) the amounts that the *researcher* is entitled to receive from the *beneficiary home organisation*, for *secondment periods*, pursuant to this *grant agreement* and the arrangements for payment of the amounts due to the *researcher*. The *agreement* shall specify the amounts that the *researcher* is entitled to receive from the *beneficiary home organisation* for *secondment periods*. The correction coefficients to be applied are those applicable to the *host beneficiary organisation*.
- c) any additional contribution paid by one or both *beneficiary(ies)* concerned to the *researcher* 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)* 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*;
- 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* must 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 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.2.2. d) and e) and Article III.2.3.b) and c) as well as in Article III.7.1.a) are respected and that the working conditions are comparable to those awarded 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 *grant agreement* or the *agreement*, such as a pregnancy or a sickness that may directly affect the implementation of the *agreement*;
- 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, 12, 25-33 and Articles III. 5, 6, 8, 9;
- p) the express guarantee from the *beneficiary home organisation* that the appointment contract in force before the *secondment period* will be maintained for at least 12 months after the *secondment period*;
- q) the commitment of the *staff member researcher* to return to the *beneficiary home organisation* premises for at least 12 months;
- 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 l) and m) of Article III.2.2;
- s) that the *researcher* shall commit him/herself to keep the *beneficiary home organisation* informed for three years following the end of the *project* of any change in his/her contact details;
- t) that the *researcher* will acknowledge the support of the *Community* under a *Marie Curie Industry-Academia Partnership and Pathways* in any related publications or other media in accordance with Article III.7.

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. They must provide for payments to the *researcher* from the beginning of his/her appointment 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 – Confidentiality

The *beneficiaries* shall ensure that the *researcher* has the same rights and comply with the same obligations as the concerned *beneficiary*, as referred to in Article II.9.

### III. 6 – Publicity

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

## PART B - FINANCIAL PROVISIONS

### III. 7 – 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 *Commission* as follows:

#### 1. Eligible expenses for the activities carried out by the *researchers*

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 by the *beneficiary (is)* to the *researchers*.

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*, and is distributed as follows:

a) A monthly living allowance for the period of the *knowledge sharing and inter sector mobility activities*: The *beneficiary home organisation*, in agreement, for *secondment periods*, with the *beneficiary host 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*.

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 art. 4.1, a), b) and e) of Council Regulation (EEC) No 1408/71 of 14 June 1971 has been provided to the *researcher*, but not necessarily paid from the fellowship.

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

b) A contribution to the mobility costs for the period of the *knowledge sharing and inter sector mobility activities*, consisting of:

- A monthly mobility allowance according to the family situation of the *researcher* at the time of his/her appointment provided that the *researcher* has undertaken a physical transnational mobility at the start of the secondment period/recruitment or within less than 12 months before his/her appointment under the *project*. Mobility allowances applicable are those established in the *Work Programme* foreseen for the following categories of researchers:

- *Researcher* with family charges (marriage or relationship with equivalent status to a marriage recognised by the applicable law pursuant to III.4.1.g or by the law of the country of nationality of the *researcher*), and/or charge of children.

- *Researcher* without family charges.

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.

The Commission 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 Community financial contribution will be made with the final payment.

In addition, the *researcher* entitled to the monthly mobility allowance, shall also receive a travel allowance calculated on the distance between his/her *location of origin* and the premises of the *beneficiary* concerned where s(he) is carrying out the *knowledge sharing and inter sector mobility activities* for every period of 12 months or less when the last period is less than 12 months. The first travel allowance should be paid first upon taking up appointment and yearly after.

The rates applicable are those established in the *Work Programme* and are based upon the direct distance (as the crow flies) in kilometers between the *location of origin* and the premises of the *beneficiary concerned*.

c) A single career exploratory allowance for the *newly recruited researcher* appointed under the project for at least one year. The career exploratory allowance applicable is that established in the *Work Programme*.

In case of a suspension of an *agreement* due to *parental leave*, the *Commission* may decide, upon written request of the *beneficiary(ies)* concerned, to adjust the *Community's* financial contribution to the benefit of the *researcher* according to the requirements of the particular case. 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.7.1.a).

Costs related to the other activities carried out under the *project* may be reimbursed by the *Commission* as follows:

## 2. Eligible expenses for the activities carried out by the *beneficiaries*

a) A flat rate contribution according to the reference rates established in the *Work Programme* is set out in Annex I to cover the expenses related to the execution of the

*project*, to the participation of *researchers* in research and transfer of knowledge activities and to the co-ordination between beneficiaries.

b) A flat rate contribution according to the reference rates established in the *Work Programme* is set out in Annex I to cover expenses related to the organisation of international conferences, workshops and events open to researchers from outside the *consortium*.

c) Reimbursement of costs for management activities of the *project*: the maximum share of the *Community* contribution which may be charged to the *project* is 3%.

### 3. Equipment expenses for SMEs.

SMEs participating in the project as *beneficiary(ies)*, may receive the reimbursement of the actual cost of small equipment and up to 10% of that part of the EC contribution allocated to the benefit of the concerned SME *beneficiary* if these costs are duly justified and on the basis of the Commission's prior approval.

### 4. 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 the indirect costs of the *project*.

By derogation from Article 5.2, transfers of budget from the allowances allocated for the activities carried out by the researcher to the amounts allocated for the activities carried out by the beneficiary are not allowed.

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

### **III. 8 – Access rights**

In addition to the provisions of Articles II.30-II.33, the *beneficiaries* 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. 9 – Incompatible or restrictive commitments**

The *beneficiaries* required to grant *access rights* 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.