

**ANNEX III**

**SPECIFIC PROVISIONS**

**MARIE CURIE INTERNATIONAL INCOMING  
FELLOWSHIP  
INCOMING PHASE**

**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. **Location of origin**: means the place where the *researcher* was residing or carrying out his/her main activity at the time of the relevant deadline for submission of the proposal unless he/she 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 the relevant deadline for submission of the proposal.
3. **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.g).
4. **Researcher**: means the professional *researcher* named in Annex I and appointed by the *beneficiary* to benefit from the *research activities* of the *project*.
5. **Research activities**: means the transfer of knowledge activities associated with the *researcher* recruited under the *project* as described in Annex I.
6. **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***

### **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 and host the *researcher* for the period(s) specified in Annex I and in the *agreement*, the scientist indicated in Annex I being in charge of supervising the *research 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 Council Regulation (EEC) No 1408/71 of 14 June 1971;

c) ensure that the *researcher* enjoys, at any place of the implementation of the *research activities*, 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.3, all the payments for which it is responsible;

e) have, 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 relevant authorities of the country of the *beneficiary*;

g) take measures to ensure that the *researcher* completes the evaluation questionnaires, provided by the *Commission*, 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 *Commission*;

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 *Commission* 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 *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 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.g), in particular its duration, its financial implications and the legal and contractual obligations of the *beneficiary* during this period.

### **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 *research 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 to the *Commission* 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 *Commission*.

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

- a) the name of the scientist in charge of supervising the *research activities* indicated in Annex I;
- b) the amounts that the *researcher* is entitled to receive from the *beneficiary* pursuant to this *grant agreement* and the arrangements for payment of the amounts due to the *researcher*;
- c) any additional contribution paid by the *beneficiary* 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 *research activities*, shall not be allowed to receive other incomes than those received from the *beneficiary* 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.b);

- i) the provisions for annual and sickness leave according to the internal rules of the *beneficiary*;
- j) that the *researcher* must devote him/herself full-time to the *research activities* unless there are duly justified reasons connected to personal or family circumstances and subject to prior approval of the *Commission*;
- k) the description and the timetable for the implementation of the *research 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.b) and c) as well as in Article III.9.1.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 *research activities* will take place, as referred to in Annex I;
- n) 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 International Incoming Fellowship*;
  - a pregnancy or a sickness that may directly have an effect on the implementation of the *project*;
- o) the arrangements between the *beneficiary* and the *researcher* during the *research activities* and beyond relating to intellectual property rights, in particular the access of *background*, the use of *foreground*, publicity and confidentiality provided that they are compatible with the provisions foreseen in Articles II. 8, 11, 24-30 and Articles III. 6, 7, 10 and 11;
- p) 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;
- q) 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;
- r) that the *researcher* will acknowledge the support of the *Community* under a *Marie Curie International Incoming Fellowship* 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 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. 4 – Suspension and prolongation of 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

professional reasons of the *researcher* not foreseen in Annex I. When such a suspension request does not result in an extension exceeding by 30% the duration of the *project* indicated in Article 2 of the *grant agreement*, a failure to respond by the *Commission* within 45 days constitutes approval of the request. The request of suspension by the *beneficiary* must be accompanied by the necessary justifications. The extension of the *project* will be equal to the period of suspension. The same rule applies, *mutatis mutandis*, in case of request to extend the duration of the *project* due to a change of status as defined in paragraph 5 of this Article.

2. In case of request of a suspension related to *parental leave* including a request to adjust the *Community's* financial contribution, the request must be presented by the *beneficiary* accompanied by the necessary justifications. The *Commission* may decide to adjust the *Community's* financial contribution 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.3.1.h) and i) and the amount of the contribution defined in Article III.9.1.a). A failure to respond by the *Commission* within 45 days does not constitute an approval of the request. In the case of a positive answer, an amendment to the *grant agreement* shall define the financial details of this extension.

3. The *beneficiary* shall inform the *researcher* of the *Commission* decision.

4. In the event of suspension of the *research activity* agreed by the *Commission* during the implementation of the *project*, the reporting period as laid down in Article 3 in which the suspension starts, shall be automatically extended for the length of the duration of the suspension. As a consequence, the start of the subsequent period(s) shall be deferred and the *project* duration laid down in Article 2 shall be automatically extended accordingly.

5. 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 *Commission* 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 extended (or reduced) in proportion. The update of the length of the reporting period(s) concerned shall take as a reference a standard reporting period of 12 months corresponding to a full-time appointment. As a consequence, the start of the period(s) concerned shall be deferred (or anticipated) and the *project* duration laid down in Article 2 shall be automatically extended (or reduced) accordingly.

### **III. 5 – Submission of *project* deliverables**

In addition to the provisions of Article 3 and of Article II.3, the *beneficiary* shall submit for reporting periods of more than 18 months a mid-term report to assess the progress of the *research activities*.

The mid-term review report and final activity reports shall be signed by the scientist in charge indicated in Annex I and by the *researcher*.

### **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 *Commission* 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 in respect to 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 *Community's* financial contribution or any other advantage provided for by the *grant agreement*.

## **PART B – FINANCIAL PROVISIONS**

### **III. 9 – 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 *research activities* carried out under the *project* may be reimbursed by the *Commission* as follows:

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

A flat rate is 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 by the *beneficiary* to the *researcher*.

The applicable reference rates of the *Work programme* are set 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*.

The flat rate set out in Annex I for the benefit of the *researcher* is distributed as follows:

a) A monthly living allowance, according to Annex I.

For longer stays the *beneficiary* shall recruit the *researcher* under an employment contract except in adequately documented cases or where national regulation would prohibit this possibility. For shorter stays the *beneficiary* can opt between recruiting him/her under an employment contract or under a fixed amount fellowship. The applicable reference rates of the *Work programme* 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 can not be provided, the *beneficiary* 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* and ensuring that social security coverage including at least the branches foreseen in art.4.1, a), b), e) and g) of Council Regulation (EEC) No 1408/71 of 14 June 1971 has been provided to the *researcher*, but not necessarily paid from the fellowship. Monthly living allowances applicable are those established in the *Work Programme*.

b) A contribution to the mobility costs, consisting of:

- A monthly mobility allowance, according to Annex I, which takes into account the family situation of the *researcher* at the time of the relevant deadline for the submission of the proposal. The *researcher* must undertake a physical transnational mobility at the start of the *research activities* or within less than 12 months before the relevant deadline for submission of the proposal to be entitled to a mobility allowance.

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 *research activities*, the correction coefficients indicated in the *Work Programme* into force at the moment of the signature of the *grant agreement* 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 *beneficiary's* premises where s(he) is carrying out the *research 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.

c) A contribution, according to Annex I, to cover the other costs related to the involvement of the *researcher* in the *project* based on the nature of the activities to be carried out under the *project*. This allowance will be administered by the *beneficiary* and used for costs directly related to the *researcher*.

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 *beneficiary* and indirect costs

The management costs and indirect costs will be reimbursed in accordance with the conditions set out in Annex I, according to the *Work Programme*.

By derogation from Article 4.2, 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. 10 – Access rights**

In addition to the provisions of Articles II.29-30 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 *research 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.