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 researcher named in Annex I and appointed by the beneficiary to benefit from the research training 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.

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 under the social security scheme, which is applied to employees in the country of the beneficiary, or under a social security
scheme providing an adequate protection in terms of level and scope at any place of
the implementation of the research activities;

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.

Within 20 days of the recruitment of the researcher, the beneficiary shall transmit to the Commission a declaration on the conformity of the agreement with the grant agreement following the layout and procedures communicated by the Commission.

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 a mid-term review 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;
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 providing that it is compatible with the applicable legislation of the beneficiary and ensuring that adequate social security has been provided to the researcher, but not necessarily paid from the fellowship.

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 training 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 training 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*

   b) 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. Indirect costs

   A flat rate of 10% of the direct eligible costs excluding direct eligible costs for *sub-contracting* and the costs of the resources made available by third parties which are not used on the premises of the *beneficiary* may be charged to the *contract* to cover indirect costs of the *project*.

   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 training 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.