

## ANNEX III SPECIFIC

### PROVISIONS

## MARIE CURIE INITIAL TRAINING NETWORK

[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 a *beneficiary* and a *researcher*, pursuant to Article III.4.
2. **Early stage researchers**: means *researchers* 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 them to embark on a doctorate either in the country in which the degree was obtained or in the country in which the *initial training activities* are provided, irrespective whether or not a doctorate is envisaged.
3. **Experienced researchers**: means *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) after obtaining the degree which formally allows them to embark on a doctorate in the country in which the degree/diploma was obtained or in the country where the *initial training activities* are provided.
4. **Visiting scientist**: means *experienced researchers* with outstanding past achievements in international training and collaborative research, originating from either the public or private sector, with a specific role in training and supervising researchers within the network.
5. **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*.
6. **Location of origin**: means the place where the *researcher* was residing or carrying out his/her main activity when taking up recruitment at the start of his/her *initial training 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 recruitment.

7. **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).
8. **Personal Career Development Plan:** means a plan established by each *researcher* recruited for *initial training activities* for more than 6 months, together with the scientist in charge of supervising his/her *initial training activities* indicating his/her training needs (including complementary skills) and scientific objectives as well as the measures foreseen to meet these objectives and a description of his/her *initial training activities*.
9. **Researcher:** means a professional, eligible *early stage or experienced researcher* including *visiting scientist* selected and recruited by a *beneficiary* to participate in the *project*.
10. **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.
11. **Secondment period:** means a period spent by a *researcher* at a *beneficiary's* premises other than those of the *beneficiary* which has appointed him/her under the *project*. *Secondment periods* at the premises of institution other than the *beneficiaries* may be allowed in duly justified cases and according to the conditions laid down under Annex I.
12. **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) ensure that no more than 40% of the total *Community* contribution as indicated in Article 5 of the *grant agreement* is allocated to the benefit of the *beneficiaries* of one country, excluding *International European interest organisations* and excluding the case where the network is composed of two beneficiaries ("*twinning*");
  - c) organise a mid-term review meeting between representatives of all the *beneficiaries* and the *Commission*. The *co-ordinator* shall agree with the *Commission* the date, the venue and the agenda for the meeting at least two months in advance of it;
  - d) establish a *supervisory board* of the network;
  - e) 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 *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., each *beneficiary* shall:

a) 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* in the frame of this *project*;

b) 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 Council Regulation (EEC) N° 1408/71 of 14 June 1971.

Where the *researcher* will carry out the *initial training activities* in a non-EU Member State, each *beneficiary* 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 awarded to local researchers holding a similar position;

e) execute, by the due dates, in accordance with the *agreement* provided for in Article III.4, all the payments for which it is responsible;

f) ensure that a *Personal Career Development Plan* is established, where applicable;

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 *researchers*, as necessary;

h) provide reasonable assistance to the *researchers* in all administrative procedures required by the relevant authorities of the country of the *beneficiary* 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* where the *researcher* may carry out a *secondment period*;

i) appoint each *researcher* hosted for a period longer than a *secondment period* of 30 % of the total period of the *agreement* in force between the *researcher* and the other *beneficiary* who has appointed him/her previously to benefit from the *initial training activities* of the *project*;

j) ensure that each *researcher* will be trained under the *project* for the time specified in the *agreement*;

k) take measures to ensure that each *researcher* completes the evaluation questionnaires, provided by the *Commission*, at the end of the *initial training 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 k) and l) of this paragraph as well as the information mentioned in point m) of this paragraph upon

request.

### III. 3 – Selection 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 appointment by the *beneficiary* 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 Country* or of any other *third country*.

##### b) Mobility

The *researcher* shall not be a national of a State in which the *beneficiary's* research team appointing him/her is located.

In the case of a *researcher* holding more than one nationality, he/she will be able to be hosted by a *beneficiary* 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* for more than 12 months in the 3 years immediately prior to his/her appointment. 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 *initial training activities* in his/her country of nationality if s/he can provide evidence testifying that s/he has legally resided and had his/her main activity in a *non –Associated third country* for at least three of the last four years immediately prior to his/her appointment.

These mobility rules do not apply when a *researcher* is appointed by an *international European interest organisation*, an *international organisation* located in any of the *Member States* or *Associated Countries* or the *JRC*.

##### c) Qualifications and research experience

The *researcher* must fulfil the requirements associated with one of the following categories:

- *Early stage researchers* as defined in Article III.1.
- *Experienced researchers* as defined in Article III.1, within the first five years of their career in research.
- *Visiting scientists* as defined in Article III.1.

### 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 duration of at least 3 months up to a maximum of 36 months (full-time equivalent).

The *experienced researcher* can be involved under the *project* to benefit from the *initial training activities* for duration of at least 3 months up to a maximum of 24 months (full – time equivalent).

The *visiting scientist* can be involved under the *project* to benefit from the *project activities* for duration of at least 1 month up to a maximum of 24 months (full-time equivalent).

An individual researcher may not be supported as an *early stage* and *experienced researcher* within the same *Marie Curie Initial Training Network*.

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

In case the *initial training activities* involve PhD registered studies, the tutoring and supervision arrangements must include academic support of adequate quality by a specified academic supervisor.

### 4. Selection procedure

#### a) Publication of vacancies

The *beneficiaries* are required to publicise internationally the vacancies available in the framework of the *project* for *early stage and experienced researchers* to as many potential applicants as possible using all appropriate means of advertising (press, posters, websites, internet, information at conferences, etc.).

#### b) Selection criteria

The *beneficiaries* 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 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.

The selection of *visiting scientists* must be justified in terms of transfer of knowledge and to strengthen supervision.

#### c) 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, the *beneficiaries* seek and encourage female candidates in the publicity referred to in point a) of this paragraph and pay, in the application of the selection criteria referred to in point b) of this paragraph, a particular attention to ensure no gender discrimination.

### **III. 4 - The *beneficiary's* relationship with the *researcher***

1. 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* 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* for the purposes of audit for the period mentioned in Article II.21.

Following the appointment of the *researcher*, and in any case before the time limit defined in Article II.4.1, the *beneficiaries* 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 *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* 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* 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* 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*;

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 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.c) and d) as well as in Article III.8.1.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 *initial training activities* will take place;

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* 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 *agreement*;

o) the arrangements between the *beneficiary* 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* the evaluation and follow-up questionnaires referred to in points k) and l) of Article III.2.2;

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 Initial Training Network* 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 – Reports and deliverables**

In addition to the provisions of Article II.4, the *consortium* shall submit:

- a database report, to be updated annually and suitable for publication in an electronic database. The database report shall be submitted initially within two months of the *project start date*.
- a mid-term review report, to be the basis of the discussion at the mid-term review meeting referred to in Article III.2.1.c) at least one month before the date of the meeting.

### **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.9.

### **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.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 *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(ies)* concerned to the *researchers*.



This flat rate is set out on the basis of a full-time appointment of the *researchers* 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 longer stays the *beneficiary* shall appoint *early-stage* and *experienced researchers* as well as *visiting scientists* 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 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 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) 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. 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 the family situation of the *researcher* at the time of his/her recruitment. The *researcher* is entitled to the mobility allowance if s(he) has undertaken a physical transnational mobility at the start of the *initial training activities* 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:

i *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.

i *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 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 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 *initial 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.

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

c) A single career exploratory allowance if the *researcher recruited for initial training* devotes his/herself to *the initial training activities* for at least one year. The career exploratory allowance applicable is that established in the *Work Programme*.

d) A contribution to cover the costs related to the involvement of the *researchers recruited for initial training* under the *project* is set out in Annex I.

This allowance will be administered by the *beneficiary* and used for expenses related to the participation of the *researchers* to research and training activities of the *project*

In case of a suspension of an *agreement* due to *parental leave*, the *Commission* may decide, upon written request of the *beneficiary* 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.8.1.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 *beneficiary*

a) A flat rate contribution according to the reference rates established in the *Work Programme* to cover the expenses for the execution of the training activities and for the co-ordination between participants is set out in Annex I.

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

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 7%. In cases where the *Initial Training Network* includes only two *beneficiaries* (twinning) 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 *subcontracting* and the costs 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. 9 – Access rights**

In addition to the provisions of Article II.30-II.33, 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 *initial training activities*.

### **III. 10 – Incompatible or restrictive commitments**

The *beneficiary* 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.