

ANNEX III

SPECIFIC PROVISIONS

MARIE CURIE RESEARCH TRAINING NETWORKS

[MULTICONTRACTOR]

III. 1 – Definitions

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

1. ***Agreement***: means the written agreement concluded between the *contractor* 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 activity, including the period of research training, since gaining a university (or equivalent institution of higher education) degree giving access to doctoral studies in the country in which the degree was obtained (the degree must entitle the holder to embark on doctoral studies, without having to acquire any further qualifications) and who have not yet obtained a doctoral degree.
3. ***Experienced researchers***: means researchers having at least 4 but no more than 10 years of research experience (full-time equivalent) since gaining a university degree giving them access to doctoral studies (the degree must entitle the holder to embark on doctoral studies, without having to acquire any further qualifications) in the country in which the degree was obtained or already in possession of a doctoral degree, independently of the time taken to acquire it.
4. ***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 *researcher human resources and 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.
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. **Personal Career Development Plan:** means a plan established by each *researcher* appointed for more than 6 months, together with the scientist in charge of supervising his/her *researcher human resources and mobility activities* indicating his/her training and/or transfer of knowledge needs and scientific objectives as well as the measures foreseen to meet these objectives and a description of his/her *researcher human resources and mobility activities*.
7. **Researcher:** means an eligible *early stage* or *experienced researcher* selected and appointed by a *contractor* to benefit from the human resources and mobility activities of the *project*.
8. **Researcher human resources and mobility 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.
9. **Secondment period:** means a period spent by a *researcher* at a *contractor's* premises other than those of the *contractor* which has appointed him/her under the *project*.

PART A: IMPLEMENTATION OF THE *PROJECT*

III. 2 – Performance obligations

1. In addition to the obligations identified in Article II.3.1, the *consortium* shall:
 - a) ensure that no more than 30% of the *researcher*-months supported by *Community* financing under the *project* are allocated to the benefit of nationals from *third countries* not treated as nationals of a Member State or *Associated State* pursuant to Article III.3.2.a). The *Commission* may allow a higher percentage on a case by case basis and upon prior written request by the *consortium*;
 - b) take all necessary and reasonable measures to select at least 40% women *researchers* in the *project*;
 - c) ensure that no more than 40% of the total *Community* contribution as indicated in Article 5 of the *contract* is allocated to the benefit of the *contractors* of one country, excluding *International European interest organisations*;
 - d) ensure that at least 65% of the total *Community* contribution as indicated in Article 5 of the *contract* is allocated to the activities to the benefit of *researchers* appointed under the *project* in accordance with Article III.8.1;
 - e) organise a Mid-Term Review Meeting between representatives of all the *contractors* 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;
 - f) take decisions on re-distribution between *contractors* of the indicative distribution of the *researchers*-months to be selected on the *project* as per the respective table in Annex I, and report any such transfers between *contractors* to the *Commission* when submitting for each

periodic and the final reports mentioned in Article II.7. However, any such transfer shall require prior agreement of the *Commission* where it results in a change of more than 35% in the number of *researchers-months* to be selected by any *contractor* in the aforementioned table;

2. In addition to the obligations identified in Article II.3.2, each *contractor* 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 appointment by the *contractor* in the frame of this *project*;

b) conclude an *agreement* with each *researcher* appointed 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 scheme, which is applied to employees in the country of the *contractor*, or under a social security scheme providing an adequate protection in terms of level and scope; provided that the social security scheme covers the *researcher* at any place of the implementation of the *researcher human resources and mobility activities*;

d) ensure that the *researcher* enjoys, at any place of the implementation of the *researcher human resources and mobility activities* 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, at the time of appointment, by each *researcher* appointed for more than 6 months, together with the scientist in charge of his/her *researcher human resources and mobility activities* and that each *researcher* will be trained and transfer knowledge under the *project* in line with his/her *Personal Career Development Plan*;

g) provide, throughout the duration of the *contract*, 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 *contractor's* relevant authorities, as well as in all administrative procedures, such as visas and work permits required by the relevant authorities of the *contractor* 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 *contractor* who has appointed him/her previously to benefit from the *researcher human resources and mobility 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 *researcher human resources and 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 k) and l) of this paragraph as well as the information mentioned in point m) of this paragraph upon request;

o) in accordance with the reporting requirements of Article II.7, report any modification of the indicative periodic distribution between categories of *project* deliverables related to *researchers* as referred to in Annex I. However, any such modification shall require prior agreement of the *Commission* where it results in a change of more than 35% in the indicative distribution between the categories of the respective table in Annex I for any *contractor*.

III. 3 – Selection of the *researcher(s)*

1. In accordance with the conditions mentioned below, the *contractors* 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 *contractor* concerned in the frame of this *project*.

a) Nationality

The *researcher* must be a national of a Member State of the *Community*, of an *Associated State* or of a *third country* within the limit set out in Article III.2.1.a).

A *researcher* from a *third country* having legally resided or/and having had his/her main activity in the *Community* or in *Associated State(s)* for at least 4 years (in total) out of the last five years immediately prior to his/her appointment is treated as a national of the Member State or *Associated State* in which he/she has resided for the longest period.

b) Mobility

The *researcher* shall not be a national of a State in which the *contractor'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 *contractor* 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 *contractor* 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 Candidate State* can carry out his/her *researcher human resources and mobility 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 *third country* for at least four of the last five years immediately prior to his/her appointment.

A *researcher* from a *third country* cannot carry out his/her *researcher human resources and mobility activities* in a *third country*.

A *researcher* who is a national of a Member State of the *Community* or an *Associated State* can only be appointed by a research team of a *contractor* located in a *third country* if it is essential for the *project* and with prior approval of the *Commission*.

These mobility rules do not apply when a *researcher* is appointed by an *international European interest organisation*, an *international organisation* 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.

3. Criteria for eligibility of the *researcher human resources and mobility activities*

a) Duration

The *researcher* can be involved under the *project* to benefit from the *researcher human resources and mobility activities* for a duration of at least 3 months up to a maximum of 36 months.

The overall cumulative training received as an *early stage researcher* within the framework of *Marie Curie Host Fellowships for Early Stage Research Training* and *Marie Curie Research Training Networks* cannot exceed 48 months (full-time equivalent).

The *researcher* must devote him/herself full-time to his/her *researcher human resources and 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 *researcher human resources and mobility activities*.

The *researcher human resources and mobility activities* can be split in several stays not exceeding 36 months in total and not going beyond the *project* duration. The duration of each phase shall have significance for the *researcher human resources and mobility activities* and form a coherent part of them or be justified on grounds of family reasons of the *researcher*.

b) Content

The *researcher human resources and mobility 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 *researcher human resources and mobility 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 *contractors* are required to publicise internationally the vacancies available in the framework of the *project* for *early stage researchers 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 *contractors* 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 *researcher human resources and mobility activities*;
- their high career profile and their potential for excellence;
- the expected impact of the proposed training on the *researchers*' career; and
- their conformity with the required criteria for eligibility of the *researchers* as defined in paragraph 2 of this Article.

The selection of *experienced researchers* must be justified in terms of transfer of knowledge.

c) Equal opportunities

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

To that end, the *contractors* 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 *contractor's* relationship with the *researcher*

1. The *agreement* shall determine, in accordance with the *contract*, the conditions for implementing the *researcher human resources and mobility activities* and the respective rights and obligations of the *researcher* and the *contractor* under the *project*.

The *contract* shall be annexed to the *agreement*, as well as any amendment to the *contract* and, where applicable, the *Personal Career Development Plan*. The *agreement* must be kept by the *contractor* for the purposes of audit for the period mentioned in Article II.26.

Within 20 days of the appointment of the *researcher*, the *contractor* shall transmit to the *Commission*, via the *co-ordinator*, a signed declaration on the conformity of the *agreement* with this *contract*. 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*.

The *agreement* shall specify in particular:

a) the name of the scientist(s) in charge of supervising the *researcher human resources and mobility 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 *contractor* pursuant to this *contract* and the arrangements for payment of the amounts due to the *researcher*;

c) any additional contribution paid by the *contractor* 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 his/her *researcher human resources and mobility activities*, other incomes than those received from the *contractor* 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 *contractor*;

j) that the *researcher* must devote him/herself full-time to his/her *researcher human resources and 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 *researcher human resources and 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.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 *researcher human resources and mobility activities* will take place;

n) that the *researcher* shall inform the *contractor* as soon as possible of circumstances likely to have an effect on the performance of the *contract* 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 *contractor* and the *researcher* during and after the *researcher human resources and mobility activities* relating to intellectual property rights, in particular the access to the *pre-existing know-how*, the use of *knowledge*, publicity and confidentiality provided that they are compatible with the provisions in Articles II. 9, 12, 29, 30, 31, 32, 33 and Articles III. 6, 7, 9 and 10;

p) that the *researcher* shall commit him/herself to complete, sign and transmit to the *contractor* 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 *contractor* 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 Research 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.7, 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.e) at least one month before the date of the meeting.

III. 6 – Confidentiality

The *contractor* shall ensure that the *researcher* has the same rights and complies with the same obligations as the *contractor*, as referred to in Article II.9.

III. 7 – Publicity

The *contractor* shall ensure that the *researcher* has the same rights and complies with the same obligations as the *contractor*, as referred to in Article II.12.

PART B – FINANCIAL PROVISIONS

III. 8 – Eligible costs of the *project*

Costs may be charged to the *contract* provided that they comply with the provisions set forth in Part B of Annex II.

In particular, costs related to the *researcher human resources and mobility activities* carried out under the *project* may be reimbursed by the *Commission* as follows:

1. Contribution to the benefit of the *researcher*

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 *contractor(s)* 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*, except the travel allowance mentioned in point b) of this paragraph) and is distributed as follows:

a) A monthly living allowance.

The *contractor* shall appoint *experienced researchers* under an employment *contract*, except in duly justified cases. For *early-stage researcher*, the *contractor* can opt between an employment *contract* or a status equivalent to a fixed-amount stipend or grant according to the following annual rates:

| Categories | Researchers appointed under an employment contract / assimilated fellowship with full social security coverage (€/year) | Researchers receiving a fixed-amount stipend (€/year) |
|--------------------------------|--|--|
| <i>Early stage researchers</i> | 30 550 | 15 275 |
| <i>Experienced researchers</i> | 47 000 | 23 500 |

The reference rate indicated above for *researchers* recruited under an employment contract (or any other type of contract available under national legislation which has the same social security coverage as that provided to employees), include all compulsory deductions under national legislation in the context of this *contract*. Any status proposed to the *researcher* equivalent to a fixed amount stipend or grant shall be compatible with the applicable legislation of the *contractor* and shall ensure that adequate social security has been provided to the *researcher*, but not necessarily paid from the stipend.

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 appointment. The *researcher* is entitled to the mobility allowance if s(he) has undertaken a physical transnational mobility at the start of the *researcher human resources and mobility activities* or within less than 12 months before his/her appointment under the *project*.

- 800€/month: *Researcher* with family charges (marriage or equivalent status recognised by the applicable law pursuant to III.4.1.g), and/or charge of children).
- 500€/month: *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 *researcher human resources and mobility activities*, the correction coefficients indicated in the *Work Programme* shall be applied to the above mentioned monthly living and mobility allowances.

Revisions either upwards or downwards to the correction coefficients of the *Work Programme* shall be applied to the ongoing appointment contract with the *researcher* as from the first day of the month following the publication of the revised *Work Programme*.

- In addition, the *researcher* entitled to the monthly mobility allowance, shall also receive a travel allowance for one journey between his/her *location of origin* and the *contractor's* premises where s(he) is carrying out the *researcher human resources and mobility activities* for every period of 12 months or less when the first period or the last period is less than 12 months. The first travel allowance should be paid upon taking up appointment and yearly after. Only one travel allowance shall be paid per period of 12 months.

The following rates (return ticket) are applied to the direct distance (as the crow flies) based on latitude and longitude between the *location of origin* and the *contractor's* premises.

| Distance (km) | Fixed-amount rate (€) |
|----------------------|------------------------------|
| < 500 | 250 |
| 500 – 1.000 | 500 |
| >1.000 – 1.500 | 750 |
| >1.500 – 2.500 | 1 000 |
| >2.500 – 5.000 | 1 500 |
| >5.000 – 10.000 | 2 000 |
| >10.000 | 2 500 |

c) A single career exploratory allowance of 2000 € if the *researcher* devotes his/herself to *the researcher human resources and mobility activities* for at least one year.

d) A maximum contribution to cover the costs related to the involvement of the *researcher* under the *project* is set out in Annex I.

This allowance will be administered by the *contractor* and used for costs directly related to the involvement of the *researchers* in the *project*, excluding costs directly linked to undertaking research at the *contractor* premises like consumables and equipment costs. These costs may be charged to the *contract* on a real cost basis.

The prior agreement of the *Commission* shall be required for any travel outside (to or from) the territory of the Member State and the Associated States or a *third country* where a *contractor* is established, unless it is provided for in Annex I. The approval of the *Commission* shall be deemed as given even if the absence of observations within one month of receipt of the request made by the *co-ordinator*.

e) In case of a suspension of an *agreement* due to *parental leave*, the *Commission* may decide, upon written request of the *contractor*, 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. Contribution to the benefit of the *contractors*

a) Costs related to the involvement of researchers other than those selected and appointed by the *contractors* to benefit from the *researcher human resources and mobility activities* under the *project* in networking, training and transfer of knowledge activities of the *project* may be charged to the *contract* on a real cost basis.

The prior agreement of the *Commission* shall be required for any travel outside (to or from) the territory of the Member State and the Associated States or a *third country* where a *contractor* is established, unless it is provided for in Annex I. The approval of the *Commission* shall be deemed as given even if the absence of observations within one month of receipt of the request made by the *co-ordinator*.

b) Costs related to the organisation and the implementation of the *project* including those directly linked to research undertaken by *researchers* at the *contractor* premises shall be charged to the *contract* on a real cost basis.

c) Costs related to the purchase or leasing with option to buy of durable equipment may be charged to the *contract* pursuant to the *Commission* prior written agreement. These costs shall take into account the depreciation of the equipment according to the applicable accounting principles.

d) Costs for management activities of the *project*: the maximum share of the *Community* contribution which may be charged to the *project* is 7%.

3. Indirect costs

A flat rate of 10% of the direct eligible costs excluding *sub-contracting* costs may be charged to the *contract* to cover the indirect costs of the *project*.

PART C – INTELLECTUAL PROPERTY RIGHTS

III. 9 – Access rights

In addition to the provisions of Article II.32, the *contractor* shall ensure that the *researcher* enjoys, on a royalty-free basis, *access rights* to the pre-existing *know-how* and to the *knowledge*, if that *pre-existing know-how* or *knowledge* is needed for his/her *researcher human resources and mobility activities*.

III. 10 – Incompatible or restrictive commitments

In addition to the provisions of Article II.33, the *contractor* 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.