

ANNEX III

SPECIFIC PROVISIONS

**MARIE CURIE HOST FELLOWSHIPS FOR THE
TRANSFER OF KNOWLEDGE**

DEVELOPMENT SCHEME

[MONOCONTRACTOR]

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. ***Incoming researcher***: means an *eligible researcher selected and appointed by the contractor* to take part in the transfer of knowledge activities of the *project*.
3. ***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 transfer of knowledge 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.
4. ***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).
5. ***Outgoing researcher***: means an eligible researcher who is a staff member of the *contractor* selected by the *contractor* to carry out a *secondment period* in a *partner institution*, in order to receive training and transferring this knowledge to the *contractor* through his/her *re-integration period*.
6. ***Partnership agreement***: means a strategic partnership agreement signed between the *contractor* and third party institution(s) hosting the *outgoing researchers* for the purpose of the *transfer of knowledge activities*.
7. ***Partner institution***: means a third party institution member to the *partnership agreement*.

8. **Re-integration period:** means the period of the *project* spent by the *outgoing researcher* upon his/her return after the *secondment period* to the *contractor* premises equal to the duration of the *secondment period* in order to transfer the knowledge acquired during the *secondment period* back to the *contractor*.
9. **Researcher:** means an *outgoing researcher* or an *incoming researcher*.
10. **Secondment period:** means the period spent by an *outgoing researcher* at a *partner institution* under the *project*.
11. **Researcher transfer of knowledge activities:** means the activities related to the *researcher* under the *project* as described in the *agreement*.

PART A: IMPLEMENTATION OF THE PROJECT

III. 2 – Performance obligations of the contractor

In addition to the obligations identified in Article II.3.1, the *contractor* 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 *contractor*;
- b) take all necessary and reasonable measures to select at least 40% women *researchers* in the *project*;
- c) select each *researcher* according to 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*;
- d) ensure that no more than 50% of the *Community* contribution to the budget of the *project* allocated to the benefit of all *researchers* is devoted to *outgoing researchers*. The *Commission* may allow a higher percentage on a case by case basis and upon prior written request by the *contractor*;
- e) conclude an *agreement* with each *researcher* appointed under the *project* in accordance with the provisions of Article III.4 and host the *researcher* for the period(s) specified in the *agreement*;
- f) 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 transfer of knowledge activities*;
- g) 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;
- h) execute, by the due dates, in accordance with the *agreement* provided for in Article III.4, all the payments for which it is responsible;

- i) 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 *researcher*, as necessary;
- j) ensure that the *partner institution* has the means referred to in point i) of this Article and makes these means available to the *researcher*, as necessary, during the *secondment period*;
- k) 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, work permission required by the relevant authorities of the *partner institution* where the *outgoing researcher* will carry out a *secondment period*;
- l) ensure that the assistance referred to in point k) of this Article is also provided by the *partner institution* to the *researcher* during the *secondment period*;
- m) ensure that each *researcher* will be involved in the *project* for the time specified in the *agreement*;
- n) ensure the commitment of the *outgoing researcher* to return to the *contractor's* premises for at least 12 months after the *secondment period* including the *re-integration period*;
- o) take all necessary and reasonable measures to host the *outgoing researcher* on his/her return after the *secondment period* for at least 12 months and maintain his/her appointment *contract* in force before the *secondment period* for at least 12 months after the *secondment period*;
- p) in case of non fulfilment of his/her obligation to return for at least 12 months after the *secondment period* by the *outgoing researcher*, take all appropriate measures to recover from the *outgoing researcher* the total amount received from the *Commission* for its benefit under this *contract* in order to reimburse to the *Commission* this amount;
- q) in case of non fulfilment of his/her obligations set forth under points n), o), p) of this Article, or in case of reimbursement by the *outgoing researcher* pursuant to Article III.4.u), reimburse the total amount received from the *Commission* for the benefit of the *outgoing researcher* under this *contract*;
- r) take measures to ensure that the *researcher* completes the evaluation questionnaires, provided by the *Commission*, at the end of the *researcher transfer of knowledge activities*;
- s) 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*;
- t) record and update, for at least three years after the end of the *project*, the contact details of the *researchers*;
- u) transmit to the *Commission* the completed questionnaires mentioned in point r) and s) of this Article as well as the information mentioned in point t) of this Article upon request;
- v) in accordance with the reporting requirements of Article II.7, report any modification of the indicative periodic distribution between the categories of *project* deliverables related to the *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.

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

1. In accordance with the conditions mentioned below, the *contractor* shall select the necessary number of *researchers* according to the objectives of the *project* and the indicative repartition 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* 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.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 (s)he has resided for the longest period.

b) Mobility

The *incoming researcher* shall not be a national of the State in which the *contractor* appointing him/her is located.

The *outgoing researcher* shall not be a national of the State in which the *partner institution* hosting 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 *partner institution* or the *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 *partner institution* or the *contractor* concerned 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 State* can carry out his/her *researcher transfer of knowledge 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.

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

To be eligible, the *researcher* must have at least 4 years of research experience (full-time equivalent), including the period of research training, since gaining a university degree giving him/her 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 must already be in possession of a doctoral degree, independently of the time taken to acquire it.

In addition, the *outgoing researchers* must have worked continuously for at least the last 3 years at the *contractor* premises.

3. Criteria for eligibility of the *researcher transfer of knowledge activities*.

a) Duration

The *incoming researcher* can be involved under the *project* for a duration of at least 2 months up to 24 months.

For the *outgoing researcher*, the duration of a *secondment period* is maximum 12 months. The *re-integration period* included in the *project* shall be equal to the duration of the *secondment period*.

The *researcher* must devote him/herself full-time to his/her *researcher transfer of knowledge activities*. Only for duly justified for reasons associated with personal or family circumstances, may the *researcher* be allowed to devote him/herself part-time to his/her *researcher transfer of knowledge activities*.

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

b) Content

The *researcher transfer of knowledge activities* must consist of activities within a scientific and technological area in the framework of the *project* defined in Annex I.

4. Selection procedure

a) Publication of vacancies

The *contractor* is required to publicise internationally the vacancies available for the *incoming researchers* in the framework of the *project* 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 *contractor* 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 transfer of knowledge activities*;
- their high career profile and their potential for excellence; and

- their conformity with the required criteria for eligibility of the *researcher* as defined in paragraph 2 of this Article.

c) Equal opportunities

Pursuant to Article III.2.b), the *contractor* endeavours to assure a fair female representation by promoting real equal access opportunities between men and women throughout the selection.

To that end, it seeks and encourage female candidates in the publicity referred to in point a) of this paragraph and it pays, 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 transfer of knowledge 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 and any amendment to the *contract*. The *agreement* must be kept by the *contractor* for the purposes of audit for the period mentioned in Article II. 25.

Within 20 days of the appointment of the *researcher*, the *contractor* shall transmit to the *Commission* a signed declaration on the conformity of the *agreement* with this *contract*, register the appointment and update the list and description of vacancies available, following the layout and procedure communicated by the *Commission*.

The *agreement* shall specify in particular:

a) the name of the scientist(s) in charge of tutoring the *researcher transfer of knowledge activities* at the *contractor* and at the *partner institution for outgoing researchers* as well as a description (abstract) of these activities;

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*, for his/her *researcher transfer of knowledge activities*, shall not be allowed to receive other incomes than those received from the *contractor* pursuant to points a) and b) 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.f);

- 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 transfer of knowledge 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 transfer of knowledge 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.f) and g) as well as in Article III.7.1.a) are respected and that the working conditions are comparable to those awarded to local researchers;
- m) the location(s) where the *researcher transfer of knowledge 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 a pregnancy or a sickness that may directly affect the implementation of the *agreement*;
- o) the arrangements between the *contractor* and the *researcher* during and after the *researcher transfer of knowledge activities* relating to intellectual property rights, in particular the access to *pre-existing know-how*, the use of *knowledge*, publicity and confidentiality provided that they are compatible with the provisions foreseen in Articles II. 9, 12, 28, 29, 30, 31 and Articles III. 5, 6, 8, 9;
- 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 r) and s) of Article III.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 the *Marie Curie Host Fellowship for the Transfer of Knowledge* in any related publications or other media in accordance with Article III.6;
- s) for the *outgoing researcher*, the express guarantee that the appointment *contract* in force with the *contractor* before the *secondment period* will be maintained for at least 12 months after the *secondment period*;
- t) the obligation of the *outgoing researcher* to return to the *contractor* premises for at least 12 months including the *re-integration period* after the *secondment period*;
- u) in case of non fulfilment of the obligation set forth in point t) of this paragraph by the *outgoing researcher*, the obligation to reimburse to the *contractor* the total amount of the *Community* allowances received from the *contractor* for his/her benefit under this *contract*;
- v) 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;

2. The payment arrangements referred to in paragraph 1.b) of this Article shall be based on the principle of monthly payments in arrears unless this is contrary to the applicable law mentioned in paragraph 1.g) of this Article. They must provide for payments to the *researcher* from the beginning of his/her appointment as well as for payment of the full amounts allocated for the benefit of the *researcher* at the latest at the end of the *project*.

III. 5 – Confidentiality

The *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. 6 – 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. 7 – Eligible Costs

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 transfer of knowledge 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 reference rates indicated in the *Work Programme* notwithstanding any additional contribution which might be paid by the *contractor* to the *researchers*.

This flat rate amount is set out on the basis of a full-time appointment of the *researcher* under the *project* (in case of a part-time appointment, 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, except for the *outgoing researchers* during the *re-integration period*.

The *contractor* can opt between appointing the *researcher* under 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 fellowships with full social security coverage(€/year)	Researchers receiving a fixed-amount stipend (€/year)
Experienced researchers (4-10 years experience)	47 000	23 500
Experienced researchers (>10 years experience)	70 500	35 250

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, except for the *outgoing researchers* during the *re-integration period*, consisting of:

- A monthly mobility allowance according to the family situation of the *researcher* at the time of his/her appointment provided that the *researcher* has undertaken a physical transnational mobility at the start of the *researcher transfer of knowledge 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 transfer of knowledge 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 *partner institution* or *contractor's* premises concerned, 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 at the beginning of the *researcher transfer of knowledge activities* 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 *partner institution* or *contractor's* premises concerned:

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) For *incoming researchers*, a single career exploratory allowance of 2000 € if the *researcher* devotes him/herself to *the researcher transfer of knowledge activities* for at least one year.

d) In case of a suspension to 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* and under his/her social security coverage mentioned under Article III.4.1.g) and h) and the amount of the contribution defined in Article III.7.1.a).

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

2. Contribution to the benefit of the *contractor*

a) A maximum contribution is set out in Annex I to cover the specific costs related to the training of the *outgoing researchers* during the *secondment period* which may be charged to the *contract* on a real cost basis.

b) An option is defined in Annex I for the contribution towards the costs related to the *project*, including the purchase or leasing with option to buy of durable equipment which may be charged to the *contract* either on a monthly fixed amount scheme or on a real cost basis within the limit set out in Annex I. Costs under this category may be charged to the *contract* only in connection with *outgoing researchers* during the *reintegration period* and to *incoming researchers*.

c) Cost for management and audits 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 additional 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. 8 – Access rights

In addition to the provisions of Article II.30, 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 transfer of knowledge activities*.

III. 9 – Incompatible or restrictive commitments

The *contractor* 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.