

ANNEX III**SPECIFIC PROVISIONS****MARIE CURIE INTERNATIONAL RESEARCH
STAFF EXCHANGE SCHEME
[MULTI-BENEFICIARY]****III. 1 – Definitions**

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

1. **Early stage researcher:** means a researcher in the first 4 years (fulltime equivalent) of their research careers, including the period of research training, starting at the date of obtaining the degree which would formally entitle him/her to embark on a doctorate either in the country in which the degree was obtained or in the country in which the *mobility activities* are provided, irrespective whether or not a doctorate is envisaged.
2. **Experienced researcher:** means a researcher 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 him/her to embark on a doctorate in the country in which the degree/diploma was obtained or in the country where the activities under the *project* are carried out.
3. **Home organisation:** means the sending beneficiary or partner organisation of which the researcher is a staff member.
4. **Host organisation:** means the receiving beneficiary or partner organisation hosting the researcher for the secondment period.
5. **Mobility activities:** means the knowledge sharing and networking activities related to the *researcher* under the *project*.
6. **Partnership agreement:** means an agreement signed between the *beneficiaries* and the *partner organisations* for the purpose of the *project*.
7. **Partner organisation:** means a third country organisation which must sign the partnership agreement and which participates in the mobility activities.
8. **Researcher:** means a professional, eligible *early stage* or an *experienced researcher*, selected and appointed by his/her *home organisation* amongst the staff to benefit from the staff exchange under the *project*.
9. **Staff member:** means an early stage or an experienced researcher or other technical/managerial personnel who is active at his/her home organisation. There must be a formal relationship between the home organisation and the staff member that would normally consist of an employment contract. However, other forms of contractual relationships (e.g. stipends) are also acceptable.

10. ***Secondment period***: means the period(s) spent by a researcher at a host organisation under the project
11. ***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

In addition to the obligations identified in Article II.2, the *consortium* shall ensure:

1. that a *partnership agreement* has been signed and submitted to the *REA* within 45 days from the start date of the project;
2. that the salary of the *researcher* is paid during the *secondment period*;
3. the right of the *researcher* to return to his/her *home organisation* after the *secondment period*;
4. that the total of the *secondment period* does not exceed 12 months per *researcher*;
5. that the host organisation hosts the researcher during the secondment period;
6. that the *researcher* devotes himself/herself to the *mobility activities* during the *secondment period*;
7. that the *researcher* is informed that she or he is considered as a Marie Curie fellow;
8. that the *researcher* is covered by an adequate health and accident insurance;
9. that the *researcher* enjoys the same standards of safety and occupational health as those awarded to local researcher at the *host organisation* holding a similar position;
10. that throughout the duration of the secondment period, the researcher is provided with the means, including the infrastructure, equipment and products, for implementing the project in the scientific and technical fields concerned;
11. that reasonable assistance is provided to the *researcher* in all administrative procedures required by the relevant authorities of the *home organisation* as well as in all administrative procedures necessary for the secondment , such as visas and work permits required by the relevant authorities of the country of the *host organisation*;
12. the *mobility activities* are carried out in accordance with the ethical framework of the seventh framework programme, all applicable legislation, any relevant future legislation, and the specific programme "People" of the seventh framework programme;
13. that the relevant arrangements between the *host organisation* and the *researcher* during the *mobility activities* and beyond relating to intellectual property rights, in particular to access to *background*, the use of *foreground*, publicity and

confidentiality are compatible with the provisions foreseen in Article II. 9, II.12, II.25 -II.33 and Articles III.5, III.6, III.8 and III.9;

14. that the support of the *Union* under a *Marie Curie International Research Staff Exchange Scheme* in any related publications or other media in accordance with Articles II.12 and III.6 is acknowledged;
15. that the *REA* is informed of any event which might affect the implementation of the *project* and the rights of the *Union* 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*.

III. 3 – Selection of the *researcher*

In accordance with the conditions mentioned in Article III.1.1, III.1.2 and III.1.8, the *beneficiaries* shall ensure that the *home organisation* selects, in agreement with the *host organisation* concerned, the necessary number of *researchers* according to the objectives of the *project* and the indicative distribution as referred to in Annex I.

III. 4 – Reports and deliverables

In addition to the reports mentioned in Article 4 and Article II.4, the *consortium* shall submit:

- i) a researcher registration report within 20 days following the beginning of the secondment of the *researcher*, following the layout and procedures communicated by the *REA*; and
- ii) for reporting periods of at least 18 months, a mid-term review report within 30 days after the mid-point of each reporting period.

In addition, at the end of the *project* the *consortium* shall report the total duration of the *secondment period* for each *researcher*.

III. 5 – Confidentiality

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

III. 6 – Publicity

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

PART B – FINANCIAL PROVISIONS

III.7 – The financial contribution of the *Union*

The financial contribution of the *Union* consists of a flat rate per *researcher* per month (or pro-rata for parts of months) according to the reference rates established in the *Work Programme* and set out in Annex I.

The *Union* contribution may cover secondments of *researchers* from legal entities established in an International Cooperation Partner Country, if requested.

PART C – INTELLECTUAL PROPERTY RIGHTS

III. 8 – Access rights

In addition to the provisions of Articles II.30-33, the *beneficiaries* 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 carrying out his/her activities under the *project*.

III. 9 – Incompatible or restrictive commitments

The *beneficiaries* 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.