

**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.