

ANNEX III

SPECIFIC PROVISIONS

MARIE CURIE EXCELLENCE GRANTS

[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 the *team leader* and between the *contractor* and the *team members* pursuant to Article III.3.
2. ***Early stage team member***: means a researcher in the first 4 years (full-time equivalent) of his/her 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 has not yet obtained a doctoral degree.
3. ***Experienced team member*** means a researcher having at least 4 years of research experience (full-time equivalent) 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 already in possession of a doctoral degree, independently of the time taken to acquire it.
4. ***Location of origin***: for a *team member*, means the place where the *team member* was residing or carrying out his/her main activity at the time of appointment under the *project* 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 the *team member* is holding more than one nationality, the location of origin is the capital city of the country where the *team member* was residing for the longest period during the last 5 years prior to his/her appointment under the *project*. For the *team leader*, the reference date used to determine the location of origin in Annex I, according to the above-mentioned rules, is the relevant deadline for submission of the proposal.
5. ***Parental leave***: means the period of leave related to a maternity or paternity to be taken by the *team leader* or a *team member* under the law referred to in Article III.3.1.g).
6. ***Team***: means the group of researchers, both the *team leader* and the *team members* selected for the purpose of the *project*.
7. ***Team leader***: means the researcher named in Annex I and appointed by the *contractor* to supervise the *team* and to carry out the scientific management of the *project*.
8. ***Team members***: means the researchers selected by the *team leader* to co-operate in the *project*.

PART A: IMPLEMENTATION OF THE *PROJECT*

SECTION 1 – IMPLEMENTATION AND DELIVERABLES

III. 2 – Performance obligations

In addition to the obligations identified in Article II.3.1, the *contractor* shall:

- a) ensure that the *project* is carried under the scientific management of the *team leader*;
- b) enable the *team leader* to select the *team members* in line with the profiles described in Annex I, ensuring:
 - the transnational character of the *project* through a balanced composition of the *team* in terms of nationality, mobility and international co-operation experience,
 - that a majority of members of the *team* have not worked in the same organisation before the *start date*,and making all necessary and reasonable endeavours to achieve a balance composition of the *team* in terms of gender, with the objective of at least 40% women;
- c) ensure that the vacancies in the *team* are advertised in international professional publications;
- d) ensure that the division of tasks among the *team members* presents sufficient guarantees that a significant contribution to the objective of reaching a high level of excellence in research in Europe will be made;
- e) in case of disagreement with the *team leader* on the selection of a *team member*, motivate in writing his/her negative opinion and submit it to the *Commission* for approval;
- f) conclude an *agreement* with the *team leader* and with each *team member* appointed under the *project*, pursuant to Article III.4 and host them for the period(s) specified in their respective *agreement*;
- g) ensure that the *team leader* and each *team member* 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 (s)he is covered at any place of the implementation of the *project*;
- h) ensure that the *team leader* and each *team member* enjoys, at any place of the implementation of the *project* from, the same standards of safety and occupational health as those awarded to local researchers holding a similar position;
- i) execute, by the due dates, in accordance with the *agreement* provided for in Article III. 3, all the payments for which it is responsible;
- j) ensure that the *team leader* and each *team member* will be involved in the *project* for the time specified in the *agreement*;

- k) 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 *team*, as necessary;
- l) provide reasonable assistance to the *team leader* and each *team member* in all administrative procedures required by the *contractor's* relevant authorities;
- m) support the *team leader* in the management of the *team* throughout the duration of the *project*;
- n) organise a Mid-Term Review Meeting between the *team* and the *Commission*. The *contractor* shall agree with the *Commission* the date, the venue and the agenda for the meeting at least two months in advance of it;
- o) take measures to ensure that the *team leader* and each *team member* completes the evaluation questionnaires, provided by the *Commission*, at the end of the *project*;
- p) contact the *team leader* and each *team member* two years after the end of the *project* in order to invite them to complete the follow-up questionnaires, provided by the *Commission*;
- q) record and update, for at least three years after the end of the *project*, the contact details of the *team leader* and each *team member*;
- r) transmit to the *Commission* the completed questionnaires mentioned in points o) and p) of this Article as well as the information mentioned in point q) of this Article upon request;
- s) inform the *Commission* of any event which might affect the implementation of the *project* and the rights of the *Community* and of any circumstance affecting the conditions of participation referred to in the *Rules for Participation*, the *Financial Regulation* and any requirements of the *contract*, including:
 - any *change of control*;
 - any significant modification relating to the *agreement(s)*;
 - any modification relating to the information having served as a basis for the selection of the *team leader*;
 - *parental leave* at the request of the *team leader* on his own behalf or on behalf of a *team member* and its consequences pursuant to the applicable national law under Article III.3.1. g), in particular its duration, its financial implications and the legal and contractual obligations of the *contractor* during this period.

III. 3 - The *contractor's* relationship with the *team*

1. The *agreement* shall determine, in accordance with the *contract*, the conditions for implementing the *project* and the respective rights and obligations of the *team leader* and each *team member* and the *contractor* under the *project* ensuring the necessary autonomy to the *team leader* to carry out the *project*.

The *contract* shall be annexed to the *agreement*, as well as 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 10 days of the appointment of the *team leader*, the *contractor* shall transmit to the *Commission* a copy of the *agreement* accompanied by a signed declaration on the conformity of the *agreement* with this *contract* following the layout and procedures communicated by the *Commission*.

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

The *agreement* shall specify in particular:

- a) in the *agreement* with each *team member*, a description (abstract) of the activities allocated to the *team member* under the *project* and the indication that the *team member* works under the supervision of the *team leader*;
- b) the amounts that the *team leader* or the *team member* is entitled to receive from the *contractor*, according to his/her level of experience, pursuant to the *contract* and the arrangements for payment of the amounts due;
- c) any additional contribution paid by the *contractor* to the *team leader* or the *team members* concerned for the purpose of this *project* and the arrangements for payment of these amounts to the *team leader* or the *team members*;
- d) any amount deducted, subject to a legal justification;
- e) that, the *team leader* or the *team member* shall not be allowed to receive, for the activities carried out under the *project*, 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 of the *team leader* or the *team member* in conformity with Article III.2.g);
- i) the provisions for annual and sickness leave according to the internal rules of the *contractor*;
- j) that each member of the *team* must devote him/herself full-time to the activities carried out under the *project* unless there are duly justified reasons connected to personal or family circumstances and subject to prior approval of the *Commission*;
- k) the description and the timetable for the implementation of the *team leader* or the *team member* activities under the *project*, when the activities of the *team leader* or the *team member* under the *project* are split in several separated periods;

l) the total duration of the *agreement*, the nature and the date of the appointment of the *team leader* or the *team member* in terms of status provided that the requirements set forth in Article III.2.g) and h) as well as Article III.9.1.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 *team leader* or the *team member* activities will take place as referred in Annex I;

n) that the *team leader* or the *team member* shall inform the *contractor* as soon as possible of circumstances likely to have an effect on the performance of this *contract*, such as:

- any modification relating to the *agreement(s)*,

- any modification relating to the information having served as a basis for the award of the *Marie Curie Excellence Grants*,

- a pregnancy or a sickness that may directly have an effect the implementation of the *project*;

o) the arrangements between the *contractor* and the *team leader* or the *team member* during the period covered by the *agreement* and beyond 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. 6, 7, 10, 11;

p) that the *team leader* or the *team member* shall commit him/herself to complete, sign and transmit to the *contractor* the evaluation and follow-up questionnaires referred to in points o) and p) of Article III.2;

q) that the *team leader* or the *team member* shall commit him/herself to keep the *contractor* informed for three years following the end of the *project* of any change in its contact details;

r) that the *team leader* or the *team member* will acknowledge the support received from the *Community* under a *Marie Curie Excellence Grant* 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 contrary to the applicable law mentioned in paragraph 1.g) of this Article. They must provide for payments to the *team leader* or the *team member* from the beginning of his/her appointment as well as for payment of the full amounts allocated for the benefit of the *team leader* or the *team member* at the latest at the end of the *project*.

III. 4 – Suspension and prolongation of the *project*

In addition to the provision of Article II.5 the *contractor* shall inform the *team leader* of the *Commission* decision and the *team leader* shall inform the *team members*.

III. 5 – Submission of project deliverables

In addition to the provisions of Article II.7, the *contractor* shall submit a mid-term review report, to be the basis of the discussion at the Mid-Term Review Meeting referred to in Article III.2.n) at least one month before the date of the meeting.

Periodic and final activity reports shall be signed by the *team leader*.

II. 6 – Confidentiality

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

SECTION 2– TERMINATION OF THE CONTRACT AND RESPONSIBILITY

III. 8 – Termination of the *contract*

In addition to the circumstances provided for in Article II.15.2, the *Commission* may terminate the *contract* in the following circumstances:

- a) when the *team leader* for any reason is no longer in a position to continue working under the *project*;
- b) when the *agreement* between the *contractor* and the *team leader* is terminated due to non-compliance in respect to their obligations under the *agreement*;
- c) where the *team leader* has made false declarations for which (s)he may be held responsible, or has deliberately withheld material information in order to obtain the *Community's* financial contribution or any other advantage provided by the *contract*.

PART B - FINANCIAL PROVISIONS

II. 9 – 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 activities carried out under the *project* to the benefit of the *team leader* and the *team members* may be reimbursed by the *Commission* as follows:

1. Contribution to the benefit of the *team leader* and the *team members*

A flat rate is set out in Annex I exclusively for the benefit of the *team leader* and the *team members* 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)* to them.

The applicable rates of the *Work Programme* are set on the basis of a full-time appointment of the *team leader* and the *team members* 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 for the travel allowance mentioned in point b) of this paragraph.

The flat rate set out in Annex I is distributed as follows:

a) A monthly living allowance:

For the *team leader*, the applicable monthly flat rate amount is defined in Annex I.

The *contractor* shall recruit the *team leader* as well as *experienced team members* under an employment contract, except in duly justified cases. For *early-stage team members*, the *contractor* can opt between an employment contract or a status equivalent to a fixed-amount stipend or grant.

The applicable reference rates of the *Work Programme* for a *team leader* or *experienced team members* 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 a *team member* 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 him/her, but not necessarily paid from the stipend.

For the *team members*, the applicable monthly flat rate amounts is set out by the *contractor* according to the following rates:

Categories	Team members appointed under an employment contract / assimilated fellowship with full social security coverage (€/year)	Team members receiving a fixed-amount stipend (€/year)
<i>Early stage team member</i> (<4 years experience)	30 550	15 275
<i>Experienced team member</i> (4-10 years experience)	47 000	23 500
<i>Experienced team member</i> (>10 years experience)	70 500	35 250

b) A contribution to the mobility costs, consisting of:

- A mobility allowance, which takes into account the family situation of the member of the team.

For the *team leader*, a monthly flat rate is defined in Annex I according to his/her family situation at the time of the relevant deadline for submission of the proposal. The *team leader* is entitled to the mobility allowance provided that (s)he has undertaken a physical transnational mobility within less than 12 months before the relevant deadline for submission of the proposal.

Each *team member* shall receive a monthly mobility allowance according to his/her family situation at the time of his/her appointment.

The *team members* are entitled to the mobility allowance provided that they have undertaken a physical transnational mobility at the start of their appointment or within less than 12 months before their appointment under the *project*.

- 800€/month: *team member* with family charges (marriage or equivalent status recognised by the applicable law pursuant to III.3.1.g), and/or charge of children).
- 500€/month: *team member* without family charges.

In order to take into account the cost of living and the national salary structure in the country/ies where the *team member* is devoting him/herself to the activities of the *project*, the correction coefficients indicated in the *Work Programme* shall be applied to the monthly living and mobility allowances above-mentioned in points a) and b).

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

- In addition, the *team leader* or the *team member* entitled to the monthly mobility allowance, shall be also receiving a travel allowance, for one journey between the *team leader's* or the *team member's location of origin* and the *contractor's* premises 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.

For the *team leader*, the travel allowance flat amount is defined in Annex I.

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* of the *team member* 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) 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 *team leader* or *team member* 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 *team leader* or *team member* under his/her social security coverage mentioned under Article III.3.1.g) and h) and the amount of the contribution defined in Article III.9.1.a).

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

(a) A contribution is set out in Annex I to cover the costs related to the activities of research, training and transfer of knowledge, which may be charged to the *contract* on a real cost basis.

(b) A contribution is set out in Annex I to cover the costs related to the purchase or leasing with option to buy of durable equipment, which may be charged to the *contract* on a real cost basis subject to the prior written agreement given by the *Commission*. These costs shall take into account the depreciation of the equipment according to the applicable accounting principles. Only in exceptional cases, duly justified by the use of the equipment and if its final destination is determined, the *Commission* may accept to reimburse the costs related to the purchase or leasing with option to buy of durable equipment without depreciation.

3. Contribution to the benefit of the *contractor*

Costs for management activities of the *project*: the maximum share of the *Community* contribution, which may be charged to the *project* by the *contractor*, is 3%.

4. Indirect costs

A flat rate of 20% 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. 10 – Access rights

In addition to the provisions of Article II.31, the *contractor* shall ensure that the *team* 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 activities under the *project*.

III. 11 – Incompatible or restrictive commitments

The *contractor* shall inform, as soon as possible, the *team* of any restriction, which might substantially affect the granting of *access rights*, as the case may be.