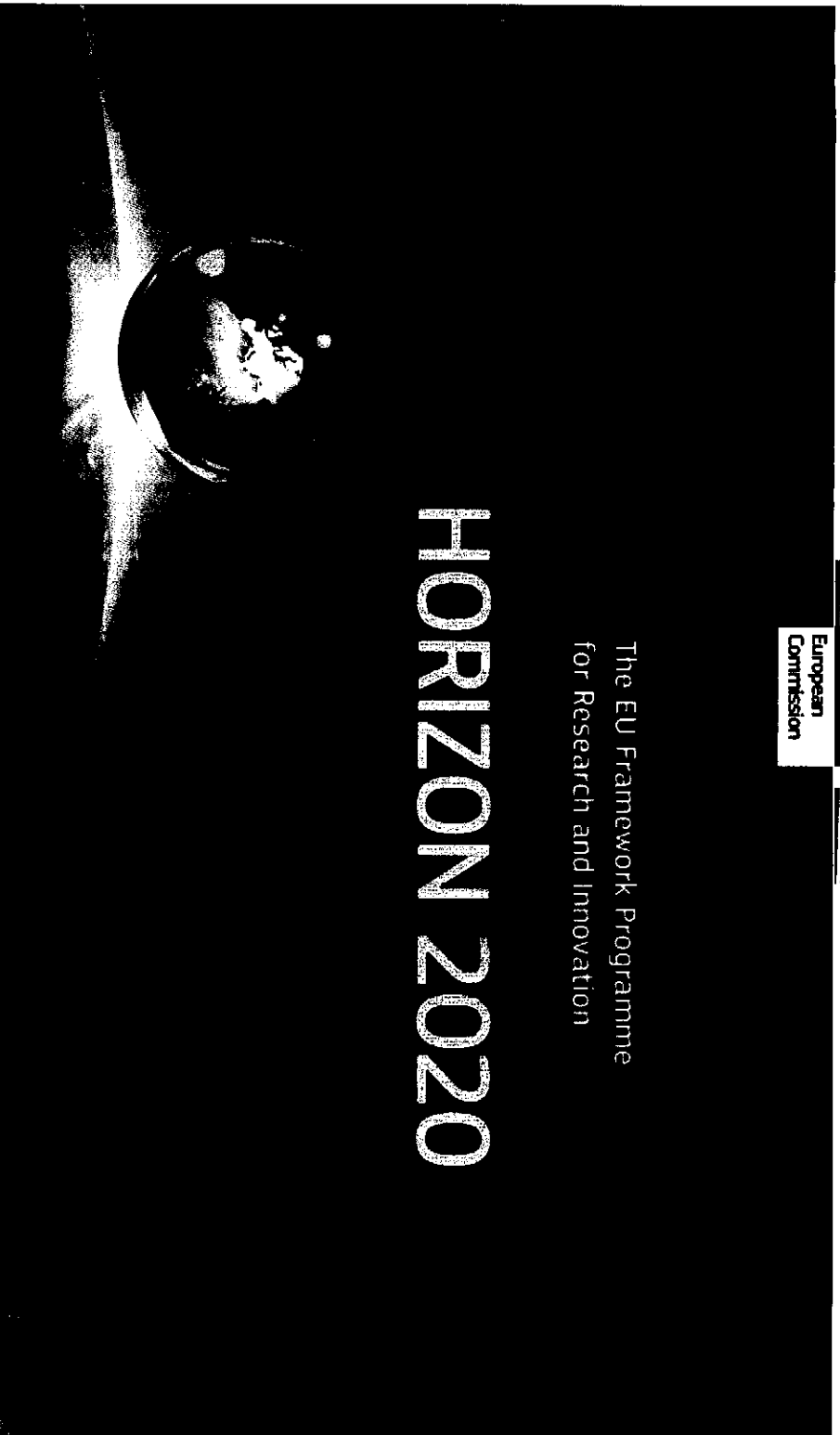




The EU Framework Programme
for Research and Innovation

HORIZON 2020



AGA – Annotated Model Grant Agreement

Version 2.0.1
12 May 2015

Disclaimer

This guide is aimed at assisting beneficiaries. It is provided for information purposes only and is not intended to replace consultation of any applicable legal sources. Neither the Commission nor the Agencies (or any person acting on their behalf) can be held responsible for the use made of this guidance document.

IMPORTANT NOTICE

The '**AGA – Annotated Model Grant Agreement**' is a **user guide** that aims to explain to **applicants and beneficiaries** the General Model Grant Agreement ('General MGA') and the different specific Model Grant Agreements ('Specific MGAs') for the Horizon 2020 Framework Programme for 2014–2020.

The purpose of this document is to help users understand and interpret the GAs, by avoiding technical vocabulary, legal references and jargon, and seeking to help readers find answers to any practical questions they may have about particular parts of the GAs.

In the same spirit, the document's structure mirrors that of the GAs. It explains each GA Article and includes examples where appropriate.

Since the Specific MGAs have a similar set-up and provisions as the General MGA (i.e. they are all derived from the General MGA), the annotations will focus mainly on the General MGA (and the annotations of the other MGAs will be limited to major differences from that MGA). The key provisions on the amount, cost forms and conditions for eligibility of your grant are however explained for all MGAs (see *Articles 4-6 of each MGA*).

The annotations are — with some exceptions — done on the multi-beneficiary versions. The multi- and mono-beneficiary versions are largely identical.

Our approach

1. The **text** of the **article** appears in a grey text box — to differentiate it from the annotations.

The **concepts** that are annotated are in bold and underlined.

The annotations to the article are immediately underneath.

Long articles are split into different parts, so the annotations can be placed below the relevant parts.

Examples, best practices are in bold and green.

Lists and procedures are in bold and red.

Specific cases and exceptions are in bold and orange.

2. As the AGA intends to be comprehensive, it will cover all possible **options** envisaged in the different GA articles.

Many of these options may not be relevant to your grant (and will not appear in the grant agreement you sign, or will be marked 'not applicable').

The chosen options will appear in italics (without brackets and without the option title), to allow you to easily spot that a specific rule applies.

Updates

With version 2.0, the AGA is reformatted into a clickable online version.

It will be periodically updated with new examples and explanations, based on practical experience and on-going developments.

Other information

The AGA is limited to annotations to the provisions of the Horizon 2020 MGAs. For a more general overview of how Horizon 2020 grants work, see the Online Manual.

A comprehensive list of all Horizon 2020 reference documents (including legislation, work programme and templates) can be found on the Reference documents page of the Participant Portal.

Horizon 2020 terms are explained in the Glossary of the Participant Portal.

If you need help, you can also contact the Horizon 2020 Helpdesk.

H2020 legislation

H2020 Framework Programme — Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - The Framework Programme for Research and Innovation (2014-2020) (OJ 347, 20.12.2013, p. 104).

Euratom Research and Training Programme (2014-2018) — Council Regulation (Euratom) No 1314/2013 of 16 December 2013 on the Research and Training Programme of the European Atomic Energy Community (2014-2018) complementing the Horizon 2020 – The Framework Programme for Research and Innovation (OJ L 347, 20.12.2013, p. 948).

H2020 Specific Programme — Council Decision 2013/743/EU of 3 December 2013 establishing the Specific Programme Implementing Horizon 2020 - The Framework Programme for Research and Innovation (2014-2020) (OJ L 347, 20.12.2013, p. 965).

Rules for Participation (RfP) — Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 of December 2013 laying down the rules for the participation and dissemination in Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020) (OJ L 347, 20.12.2013, p.81).

Financial Regulation (FR) — Regulation (EC, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the European Union (OJ L 298, 26.10.2012, p.1).

Rules of Application (RAP) — Commission Regulation (EC, Euratom) No 1268/2012 of 29 October 2012 on the rules of application of I Regulation (EC, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 298, 26.10.2012, p.1).

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SECTION 4 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR RESEARCHERS

SECTION 4 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR RESEARCHERS

32.1 Obligation to take measures to implement the European Charter for Researchers and Code of Conduct for the Recruitment of Researchers

The beneficiary must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers⁴⁶, in particular regarding:

- working conditions;
- transparent recruitment processes based on merit, and
- career development.

The beneficiary must ensure that researchers and third parties involved in the action are aware of them.

32.2 Consequences of non-compliance

If the beneficiary breaches its obligations under this Article, the *[Commission][Agency]* may apply any of the measures described in Chapter 6.

⁴⁶ Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).



1. European Charter and Code of Conduct for Researchers

The beneficiaries must take all measures to implement the principles set out in the European Charter for Researchers⁴⁸ and the Code of Conduct for their Recruitment.⁴⁹

The **Charter** provides a framework for researchers' activities and career management, and includes obligations for researchers, employers and funders. The **Code of Conduct** provides for transparency to the recruitment and selection process, ensuring the equal treatment of all applicants. It includes obligations for employers and funders.

⁴⁸ This is a **best effort obligation**: The beneficiaries must be proactive and take specific steps to address conflicts between their policies and practices and the principles set out in the Charter and Code of Conduct.

Beneficiaries should keep appropriate **documentation** about the steps taken and measures put in place (see *Article 18*).

The Commission/Agency will verify compliance with this obligation, when monitoring the action implementation and in case of checks, reviews, audits and investigations (see *Article 22*).

⁴⁸ Available at <http://ec.europa.eu/euraxess/index.cfm/rights/europeanCharter>

⁴⁹ Available at <http://ec.europa.eu/euraxess/index.cfm/rights/codeOfConduct>

2. Recruitment, working conditions and career development — Rights for the researchers

The beneficiaries must in particular implement the General Principles and Requirements of the Charter⁵⁰ and of the Code of Conduct⁵¹ that relate to recruitment, working conditions and career development.

For guidance, see the *Human Resources Strategy for Researchers* tool developed by the Commission.

List of principles (relating to working conditions):

- Recruitment
- Transparency
- Judging merit
- Selection
- Variations in the chronological order of CVs
- Recognition of mobility experience
- Recognition of qualifications
- Seniority
- Postdoctoral appointments

According to these principles, beneficiaries should have a **clear policy for recruiting and selecting researchers**, which is publicly available and ensures that:

- all research vacancies and funding opportunities are publically advertised (e.g. via the *EURAXESS Jobs Portal*⁵²)
- vacancies and funding opportunities are also published in English
- vacancy announcements include a clear job description
- vacancy announcements include the requirements for the position or the funding opportunity, and the selection criteria;
- there is an appropriate time period left between publication and the deadline for applications
- there are clear rules for the composition of the selection panels (e.g. number and role of members, inclusion of experts from other (foreign) institutions, gender balance)
- adequate feedback is given to applicants
- there is a complaint mechanism
- the selection criteria adequately value mobility, qualifications and experience, including qualifications and experience obtained in non-standard or informal ways.

These principles also apply to selection procedures that do not lead to formal employment relationship (e.g. award of a research fellowship).

⁵⁰ Available at <http://ec.europa.eu/euraxess/index.cfm/rights/europeanCharter>

⁵¹ Available at <http://ec.europa.eu/euraxess/index.cfm/rights/codeOfConduct>

⁵² Available at <http://ec.europa.eu/euraxess/jobs>

List of principles (relating to working conditions):

- Research freedom
- Accountability
- Non-discrimination
- Working conditions
- Research environment
- Funding and salaries (in particular, adequate social security)
- Stability and permanence of employment
- Gender balance
- Intellectual Property Rights
- Complaints/appeals and
- Participation in decision-making bodies.

List of principles (relating to career development):

- Career development
- Access to research training and continuous development (independently of the researcher's status)
- Value of mobility
- Access to career advice
- Supervision
- Evaluation/appraisal systems.

ARTICLE 32 — WORKING CONDITIONS FOR THE PRINCIPAL INVESTIGATOR/SY AND [HIS/HER/THEIR] TEAM

ARTICLE 32 — WORKING CONDITIONS FOR THE PRINCIPAL INVESTIGATOR/SY AND [HIS/HER/THEIR] TEAM

32.1 Obligations towards the principal investigator/sy and [his/her/their] team

The beneficiaries must respect the following **working conditions for the principal investigator/sy** and **[his/her/their] team**:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers³⁶ — in particular regarding working conditions, transparent recruitment processes based on merit and career development — and ensure that the principal investigator/sy, researchers and third parties involved in the action are aware of them;
- (b) enter — before signature of the Agreement — into a **'supplementary agreement'** with the/*ir*/ principal investigator, that specifies:
- (i) the obligation of the beneficiary to meet its obligations under the Agreement;
 - (ii) the obligation of the [*OPTION for SyG: corresponding*] principal investigator to supervise the scientific and technological implementation of the action [*OPTION for SyG: and the obligation of the other principal investigator(s) to supervise the scientific and technological implementation of their part of the action and to contribute to the overall proper implementation of the action*];
 - (iii) the obligation of the [*OPTION for SyG: corresponding*] principal investigator to assume the responsibility for the scientific reporting for the beneficiary and contribute to the financial reporting [*OPTION for SyG: and the obligation of the other principal investigator(s) to contribute to the scientific and financial reporting*];
 - (iv) the obligation of the principal investigator to meet the time commitments for implementing the action as described in Annex 1;
 - (v) the obligation of the principal investigator to apply the beneficiary's usual management practices;
 - (vi) the obligation of the principal investigator to inform the principal beneficiary [*OPTION for SyG: and, where applicable, his/her beneficiary and the other principal investigator(s)*] immediately of any events or circumstances likely to affect the Agreement (see Article 17), such as:
 - a planned transfer of the action (or part of it) to a new beneficiary (see Article 56a);
 - any personal grounds affecting the implementation of the action;
 - any changes in the information that was used as a basis for signing the supplementary agreement;
 - any changes in the information that was used as a basis for awarding the grant;
 - (vii) the obligation of the principal investigator to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);
 - (viii) the obligation of the principal investigator to uphold the intellectual property rights of the beneficiary during the implementation of the action and afterwards;

- (ix) the obligation of the principal investigator to maintain confidentiality (see Article 36);
- (x) for a transfer of the action (or part of it) to a new beneficiary (see Article 56a): the obligation of the principal investigator to:
 - propose to the principal beneficiary [*OPTION for SyG: and, where applicable, to his/her beneficiary*] (in writing) to what extent the action will be transferred and the details of the transfer arrangement [*OPTION for SyG: and, if the transfer is done by (one of) the other principal investigator(s), the obligation of the corresponding principal investigator to verify that the principal investigator has informed his/her beneficiary and the principal beneficiary*];
 - provide a statement to the principal beneficiary [*OPTION for SyG: and, where applicable, his/her beneficiary*] with the detailed results of the research up to the time of transfer;
- (xi) the right of the Commission and the Agency, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) to exercise their rights under Articles 22 and 23 also towards the principal investigator;
- (xii) the applicable law and the country in which disputes must be settled;
- (c) provide the principal investigator[s] with a copy of the signed Agreement;
- (d) guarantee the principal investigator[s] scientific independence, in particular for the:
 - (i) use of the budget to achieve the scientific objectives;
 - (ii) authority to publish as senior author and invite as co-authors those who have contributed substantially to the work;
 - (iii) preparation of scientific reports for the action;
 - (iv) selection and supervision of the other team members (hosted [*and engaged*] by the beneficiary or other legal entities), in line with the profiles needed to conduct the research and in accordance with the beneficiary's usual management practices;
 - (v) possibility to apply independently for funding;
 - (vi) access to appropriate space and facilities for conducting the research;
- (e) provide — during the implementation of the action — research support to the principal investigator[s] and the[ir] team members (regarding infrastructure, equipment, access rights, products and other services necessary for conducting the research);
- (f) support the principal investigator[s] and provide administrative assistance, in particular for the:
 - (i) general management of the work and his/her team
 - (ii) scientific reporting, especially ensuring that the team members send their scientific results to the principal investigator[s];
 - (iii) financial reporting, especially providing timely and clear financial information;
 - (iv) application of the beneficiary's usual management practices;

- (v) general logistics of the action;
- (vi) access to the electronic exchange system (see Article 52);
- (g) inform the principal investigator/s/ immediately (in writing) of any events or circumstances likely to affect the Agreement (see Article 17);
- (h) ensure that the principal investigator/s/ enjoy/s/ adequate:
 - (i) conditions for annual, sickness and parental leave;
 - (ii) occupational health and safety standards;
 - (iii) insurance under the general social security scheme, such as pension rights;
- (i) allow the transfer of the Agreement to a new beneficiary ('portability'; see Article 56a).

[...]

³⁶ Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p.67).



1. Working conditions — Rights for the PI and his/her team

In view of the key role of the PI and his/her team in ERC actions, the ERC MGA foresees a series of obligations in order to guarantee best possible working conditions and scientific autonomy for them.

Main obligations (towards the PI):

- **Scientific autonomy**, to achieve the action's objectives under the best possible conditions, and within the time agreed
- **Competitive working conditions**, always in accordance with national law and institutional rules
- **Support for managing the action** (e.g. access to infrastructure; legal, financial and administrative support)
- Access to and protection of **intellectual property rights**
- Allow for transfer of the GA to another host institution (**portability**).

2. Supplementary agreement — Obligations on the PI

The ERC MGA foresees that the PI and its host institution must sign a supplementary agreement (SA), in order to formalise the commitments in the GA also towards the PI.

Main obligations (of the PI):

- **Supervision** of the scientific and technological implementation of the action
- **Responsibility for the scientific reporting** for the beneficiary and contribution to the **financial reporting**
- Meeting the time commitments for **implementing the action**
- Applying the beneficiary's usual management practices

- Informing the principal beneficiary immediately of any events or circumstances likely to affect the GA
 - Ensure the **visibility of EU funding**
 - Upholding the **intellectual property rights** of the beneficiary
- This obligation is not limited to *respecting* the host institution's intellectual property rights (IPRs). The PI must *actively* inform it, if s/he becomes aware of any violation of the latter's IPRs related to the project.

Example: The PI reads a research article and discovers a violation of the host institution's IPRs related to the project. S/he is obliged to inform the host institution.

- Maintaining **confidentiality**.

The 'supplementary agreement' is an agreement between the beneficiary and the PI, to set out their internal arrangements for implementing the grant. It is **purely internal**; the EU/Euratom is not party and has **NO** responsibility for it (nor for any adverse consequences).

It should cover all the practical issues that may arise in the context of the grant implementation (in particular the ones listed in Article 32.1(b)) and must last at least for the action duration (see *Article 3*) (— without any interruptions, even if the PI works only part-time on the ERC project).

The supplementary agreement must **NOT** contain any provisions **contrary to the GA**. (Provisions that contradict the GA are considered void and cannot be opposed to the Agency.)

It can **NOT** replace an employment or engagement contract between the PI and its host institution (which remain necessary under national labour and social laws).

The supplementary agreement must be concluded **before GA signature** (and a copy must be sent to the Agency).

A model supplementary agreement is available on the Participant Portal and the ERC website. (The model is not mandatory; beneficiaries may use other clauses, provided they benefit the research action and do not contradict the GA.)

Specific cases (supplementary agreement):

PI employed/engaged by a third party — The supplementary agreement must be signed by the PI, the host institution *and* the third party.

Several PIs — For ERC Synergy grants (i.e. ERC frontier research or PoC grants with several PIs), each host institution must conclude a supplementary agreement with the PI(s) they engage.

No supplementary agreement — NO supplementary agreement is needed for ERC PoC grants.

PI entitled to sign the supplementary agreement — If the PI is entitled to sign the supplementary agreement on behalf of the host institution (because of his/her position in the institution), the supplementary agreement must be counter-signed by another person empowered by the institution (i.e. the principal investigator cannot sign his/her own supplementary agreement for both parties).

Portability — If the GA is transferred to another host institution (see *Article 56a*) a new supplementary agreement must be signed with the new host institution (and forwarded to the Agency). The GA cannot be amended before the PI has sent the new supplementary agreement.

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR RECRUITED RESEARCHERS

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR RECRUITED RESEARCHERS

32.1 Obligations towards recruited researchers

The beneficiaries must respect the following recruitment and working conditions for the researchers recruited under the action:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers¹⁴ and ensure that the researchers are aware of them;
- (b) advertise and publish vacancies internationally, including on the web-sites requested by the Agency;
- (c) recruit the researchers, following an open, transparent, impartial and equitable recruitment procedure, on the basis of:
 - (i) their scientific skills and the relevance of their research experience;
 - (ii) the impact of the proposed training on the researcher's career;
 - (iii) a fair gender representation (by promoting genuine equal access opportunities between men and women throughout the recruitment process);
- (d) ensure that no conflict of interest exists in or arises from the recruitment;
- (e) ensure that the researchers enjoy at the place of the implementation at least the same standards and working conditions as those applicable to local researchers holding a similar position;
- (f) ensure that the **employment contract**, other direct contract or fixed-amount-fellowship agreement (see Article 6) specifies:
 - (i) the starting date and duration of the research training activities under the action;
 - (ii) the monthly support for the researcher under this Agreement (in euro and, if relevant, in the currency in which the remuneration is paid);
 - (iii) the obligation of the researcher to work exclusively for the action;
 - (iv) the obligation of the researcher not to receive for activities carried out in the frame of the action, other incomes than those received from the beneficiary (or any other entity referred to in Annex I);
 - (v) the obligation of the researcher to inform the beneficiary as soon as possible of any events or circumstances likely to affect the Agreement (see Article 17);
 - (vi) the arrangements related to the intellectual property rights between the beneficiary and the researcher — during implementation of the action and afterwards;
 - (vii) the obligation of the researcher to maintain confidentiality (see Article 36);
 - (viii) the obligation of the researcher to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);
- (g) assist the researchers in the administrative procedures related to their recruitment;
- (h) inform the researchers about:
 - the description, conditions, location and the timetable for the implementation of the research training activities under the action and the name of the supervisor;
 - the rights and obligations of the beneficiary toward the researcher under this Agreement;
 - the obligation of the researcher to complete and submit — at the end of the training — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency;

- (i) ensure that the researchers do not receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiaries (or any other entity referred to in Annex 1);
- (j) host the researchers at their premises and provide training as well as the necessary means for implementing the action;
- (k) ensure that the researchers are adequately supervised;
- (l) ensure that a career development plan is established and support its implementation;
- (m) ensure an appropriate exposure to the non-academic sector;
- (n) limit secondments to a maximum of 30% of the actual months spent implementing the research training activities under the action.

[...]

¹⁴ Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p.67).



1. Recruitment and working conditions — Rights for the researchers

In view of the key role of the recruited researchers in MSC-ITN actions, the MSC-ITN MGA foresees a series of obligations in order to guarantee objective selection procedures and best possible working conditions for them.

Main obligations (towards the researcher):

- Advertise and **publish vacancies** internationally
 - Beneficiaries must publish vacancies as widely as possible, including on the EURAXESS Jobs Portal⁸⁰. They may also use their networks to ensure the widest possible dissemination of vacancies and information about the application process.
- Follow an open, transparent, impartial and equitable **recruitment procedure** (i.e. merit based, taking into account potential for their professional development and promoting equal access for women and men)
- Ensure that **no conflict of interest** exists in or arises from the recruitment (i.e. take or refrain from action, as appropriate, where the impartial and objective performance of recruitment duties is compromised for reasons involving:
 - family
 - emotional life
 - political or national affinity
 - economic interest or
 - any other shared interest)
- Ensure that the researchers enjoy at the place of the implementation at least the **same standards and working conditions** as those applicable to local researchers holding a similar position
- **Host** the researchers at their premises and **provide training** as well as the necessary means for implementing the action
 - If the Agency finds that the beneficiary is not supporting the research training activities in line with Annex 1 to the GA, it may reduce the grant.
- Ensure that the researchers are adequately **supervised**

⁸⁰ Available at <http://ec.europa.eu/euraxess/>

- Ensure that a **career development plan** is established and support its implementation
 - Ensure an appropriate **exposure to the non-academic sector**
 - Comply with the arrangements on **intellectual property rights**
- Assistance with intellectual property rights can be obtained via the IPR Helpdesk⁸¹.
- **Assist** the researchers in the **administrative procedures** related to their recruitment (e.g. *helping with visa procedures or preparing the career development plan*)
- Assistance with relocating researchers can be obtained via *EURAXESS Services*⁸².
- **Inform** the researchers about key elements of the grant
- Thus, beneficiaries must provide researchers with information on:
- basic facts about the Marie Skłodowska-Curie programme, to make the researcher aware that s/he is a **MSC fellow**, including:
 - the researcher’s rights and obligations and
 - where to look for details (MSC website, Participant Portal, Marie Curie Alumni Association (MCAA), etc.)
 - the specific action in question (e.g. *planned secondments, events, etc.*) and
 - whom they have appointed to supervise them for the duration of the research training activities, including during secondments/placements with other beneficiaries and/or partner organisations.
- Moreover, the employment contract/equivalent direct contract (or fixed-amount-fellowship agreement) contract must clearly state:
- the starting date of research training activities under the action and its duration
 - the allowances that the researcher is entitled to receive (and if this is paid in a currency other than the euro, the exchange rate; *for the exchange rate, see Article 6.2*)
- Ensure that the researchers do NOT receive, for activities carried out in the frame of the action, **other incomes** than those received from the beneficiaries (or any other entity referred to in Annex 1)
 - Ensure that **secondments** are **limited** to a maximum of 30 % of the months spent implementing the research training activities under the action.
- Secondments may be either to another beneficiary within the consortium or to a partner organisation and must involve research training activities.
- For EID and EID, the 30% rule applies only to secondments, summer schools and other activities that complement the main doctoral training.

Example: In the context of an EID action, University X hires a researcher for three years. Under ‘inter-sectoral mobility’, the researcher works in a laboratory in the non-academic sector for the obligatory one and a half years (50%). In addition, the researcher may be seconded to partner organisations, but for no more than 30% of the recruitment period.

2. Employment contract — Obligations on the researchers

The MSC-ITN GA foresees that there must be an employment contract/equivalent direct contract (or fixed-amount-fellowship agreement), in order to formalise the commitments in the GA also towards the researchers.

Main obligations (of the researchers):

- **Work exclusively** on the research training activities under the action

This also means that a researcher can NOT hold two MSC grants at the same time.

⁸¹ Available at <https://www.iprhelpdesk.eu/>.

⁸² Available at <http://ec.europa.eu/euraxess/>.

- **Not** receive (for activities carried out in the frame of the action) **other incomes** than those received from their beneficiary (or any other entity referred to in Annex 1)
 - *Example: If the researcher's allowances fall short of the legal minimum salary in the country in question, the beneficiary (or other entity in Annex 1) may pay a top-up to make up the difference.*
- **Inform** their beneficiary as soon as possible of any events or circumstances likely to affect the GA (such as, significant changes to their career development plan or personal circumstances affecting the foreseen activities)
- Comply with the arrangements related to the **intellectual property rights**
- **Maintain confidentiality**
- **Ensure the visibility of EU funding**
 - Researchers must acknowledge funding under the Marie Skłodowska-Curie action in publications, communications or patent applications.
- Complete and submit — at the end of the training — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency.

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR THE RECRUITED RESEARCHER

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR THE RECRUITED RESEARCHER

32.1 Obligations towards the recruited researcher

The beneficiary must respect the following **recruitment and working conditions** for the researcher recruited under the action:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers and ensure that the researcher is aware of them;
- (b) ensure that the researcher enjoys at the place of the implementation at least the same standards and working conditions as those applicable to local researchers holding a similar position;

(c) ensure that the **employment contract**, other direct contract or fixed-amount-fellowship agreement (see Article 6) specifies:

- (i) the name of the supervisor for the research training activities as indicated in Annex I;
- (ii) the starting date and duration of the research training activities under the action;
- (iii) the monthly support for the researcher under this Agreement (in euro and, if relevant, in the currency in which the remuneration is paid);
- (iv) the obligation of the researcher to work exclusively for the action;
- (v) the obligation of the researcher not to receive for activities carried out in the frame of the action, other incomes than those received from the beneficiary (or any other entity referred to in Annex I);
- (vi) the obligation of the researcher to inform the beneficiary as soon as possible of any events or circumstances likely to affect the Agreement (see Article 17);
- (vii) the arrangements related to the intellectual property rights between the beneficiary and the researcher — during implementation of the action and afterwards;
- (viii) the obligation of the researcher to maintain confidentiality (see Article 36);
- (ix) the obligation of the researcher to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);
- (x) *[OPTION for GF: the obligation of the researcher to carry out a mandatory return period of 12 months at the premises of the beneficiary.]*

(d) assist the researcher in the administrative procedures related to the recruitment;

(e) inform the researcher about:

- the description, conditions, location and the timetable for the implementation of the research training activities under the action and the name of the supervisor;
- the rights and obligations of the beneficiary toward the researcher under this Agreement;
- the obligation of the researcher to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency;

- (f) ensure that the researcher does not receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiary (or any other entity referred to in Annex 1);
- (g) host the researcher at its premises and provide training as well as the necessary means for implementing the action;
- (h) ensure that the researcher is adequately supervised;
- (i) ensure that — at the beginning of the research training activities — a career development plan is established together with the supervisor;
- (j) support the secondment of the researcher in Member State or associated country as set out in Annex 1:
 - for actions with a duration up to 18 months: for a maximum of three months or
 - for actions with a duration of more than 18 months: for a maximum of six months;
- (k) *OPTION for GF: support the return of the researcher to its premises to carry out a mandatory return period of 12 months.1*

[...]

¹¹ Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (O) L 75, 22.3.2005, p. 67).



1. Recruitment and working conditions — Rights for the researcher

In view of the key role of the recruited researcher in MSC-IF actions, the MSC-IF MGA foresees a series of obligations in order to guarantee objective selection procedures and best possible working conditions for him/her.

Main obligations (towards the researcher):

- Ensure that the researcher enjoys at the place of the implementation at least the **same standards** and **working conditions** as those applicable to local researchers holding a similar position
 - **Host** the researcher at its premises and **provide training** as well as the necessary means for implementing the action
If the Agency finds that the beneficiary is not supporting the research training activities in line with Annex 1 to the GA, it may reduce the grant.
 - Ensure that the researcher is adequately **supervised**
 - Ensure that — at the beginning of the research training activities — a **career development plan** is established and support its implementation
 - Support **secondments** of the researcher, if any (and, for GF, support his/her return during a mandatory 'return-period' of 12 months)
- Researchers may be seconded to a partner organisation established in a EU Member State or H2020 associated country (see *Article 8*):
- if this is provided for in Annex 1 to the GA

- for a maximum of three months in an action with a duration of up to 18 months, or up to six months in an action of up to 24 months

▲ The beneficiary remains **fully responsible** for the action implementation (in accordance with the GA) also during a secondment.

- **Comply with the arrangements on intellectual property rights.**
Assistance with intellectual property rights can be obtained via the IPR Helpdesk⁹⁰.
 - **Assist the researcher in the administrative procedures** related to his/her recruitment (e.g. *helping with visa procedures or preparing the career development plan*)
Assistance with relocating researchers can be obtained via *EURAXESS Services*⁹¹.
 - **Inform the researcher about key elements of the grant**
Thus, the beneficiary must provide the researcher with information on:
 - basic facts about the Marie Skłodowska-Curie programme, to make the researcher aware that s/he is a **MSC fellow**, including:
 - the researcher's rights and obligations and
 - where to look for details (MSC website, Participant Portal, Marie Curie Alumni Association (MCAA), etc.)
 - the specific action in question (e.g. *planned secondments, events, etc.*) and
 - whom they have appointed to supervise him/her for the duration of the research training activities, including during secondments to partner organisations.
- Moreover, the employment contract/equivalent direct contract (or fixed-amount-fellowship agreement) contract must clearly state:
- the starting date of research training activities under the action and its duration
 - The starting date and duration must match those in Article 3 of the GA.
 - the allowances that the researcher is entitled to receive (and if this is paid in a currency other than the euro, the exchange rate; *for the exchange rate, see Article 6*)
- **Ensure that the researcher does NOT receive, for activities carried out in the frame of the action, **other incomes** than those received from the beneficiary (or any other entity referred to in Annex 1)**

2. Employment contract — Obligations on the researcher

The MSC-IF GA foresees that there must be an employment contract/equivalent direct contract (or fixed-amount-fellowship agreement), in order to formalise the commitments in the GA also towards the researcher.

Main obligations (of the researcher):

- **Work exclusively** on the research training activities
This also means that a researcher can NOT hold two MSC grants at the same time.
- **Not receive** (for activities carried out in the frame of the action) **other incomes** than those received from the beneficiary (or any other entity referred to in Annex 1)
Example: If the researcher's allowances fall short of the legal minimum salary in the country in question, the beneficiary (or other entity in Annex 1) may pay a top-up to make up the difference.

⁹⁰ Available at <https://www.iprhelpdesk.eu/>.

⁹¹ Available at <http://ec.europa.eu/euraxess/>.

- **Inform** the beneficiary as soon as possible of any events or circumstances likely to affect the GA (*such as, significant changes to their career development plan or personal circumstances affecting the foreseen activities*)
- Comply with the arrangements related to the **intellectual property rights**
- **Maintain confidentiality**
- **Ensure the visibility of EU funding**
The researcher must acknowledge funding under the Marie Skłodowska-Curie action in publications, communications or patent applications.
- **Complete and submit** — at the end of the training — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency.

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR SECONDED STAFF MEMBERS

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR SECONDED STAFF MEMBERS

32.1 Obligations towards seconded staff members

The beneficiaries must respect the following **recruitment and working conditions** for the seconded staff member under the action:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers and ensure that the seconded staff members are aware of them;
- (b) ensure that the rights and obligations of the seconded staff members remain unchanged during the secondment;
- (c) ensure that seconded staff members are reintegrated after the secondment;
- (d) ensure that the seconded staff members enjoy at the place of the implementation at least the same standards and working conditions as those applicable to local persons holding a similar position;
- (e) ensure that the seconded staff members are covered by an appropriate medical insurance scheme;
- (f) ensure that the staff members are seconded full-time;
- (g) ensure that the seconded staff members have the relevant expertise for the action;
- (h) inform the seconded staff members about:
 - the description, conditions, location and the timetable for the implementation of the secondment under the action;
 - the rights and obligations of the beneficiary toward the seconded staff members under this Agreement;
 - the obligation of the seconded staff members to complete and submit — at the end of the secondment — the evaluation questionnaire and — two years later — the follow-up questionnaire provided by the Agency;
 - the arrangements related to the intellectual property rights between the beneficiary and the seconded staff members — during implementation of the secondment and afterwards;
 - the obligation of the seconded staff members to maintain confidentiality (see Article 36);
 - the obligation of the seconded staff members to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);
- (i) assist the seconded staff members in the administrative procedures related to their secondment;
- (j) use the costs of seconded staff members (see Article 6) to contribute to their subsistence and mobility.

32.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.



1. Recruitment and working conditions — Rights for the seconded staff members

In view of the key role of the seconded staff members in MSC-RISE actions, the MSC-RISE MGA foresees a series of obligations in order to guarantee best possible working conditions for them.

Main obligations (towards the staff members):

- Ensure that the **rights and obligations remain unchanged** during the secondment
- Beneficiaries and partner organisations must:
- not penalise the staff members or reduce their rights due to the participation in the action and
 - in particular, since their normal remuneration is not covered by the grant (which is a top-up allowance), continue to pay them as before, according to their internal practices.

Changes in favour of the seconded staff member are obviously accepted.

- Ensure that the seconded staff members are **reintegrated** (into the beneficiary or partner organisation) after the secondment, so as to allow for a transfer of knowledge and maximise the impact of the action (as regards knowledge-sharing and long-term collaboration)
 - Ensure that the seconded staff members enjoy at least the **same standards and working conditions** at the place of secondment as those applicable to persons holding a similar position there
 - Ensure that the seconded staff members are covered by an appropriate **medical insurance** scheme
 - Ensure that the staff members are seconded **full-time**
 - Comply with the arrangements on **intellectual property rights**.
Assistance with intellectual property rights can be obtained via the IPR Helpdesk⁹⁷.
 - **Assist** the seconded staff members in the **administrative procedures** related to their secondment (e.g. *helping with visa procedures*)
 - **Inform** the researcher about key elements of the grant
- Beneficiaries must inform seconded staff members of all details concerning the secondment and the research and innovation activities (*such as description, conditions, location, and timetable for implementation*).
- Ensure that the seconded staff members have the **relevant expertise** to participate in the action
 - The profiles of the staff to be seconded must be in line with the tasks and objectives described in Annex 1.
 - Ensure that the EU contribution is **fully used** for the benefit of the **seconded staff** members
- It can be:
- paid directly to the seconded staff member or
 - managed centrally by the beneficiary according to the specific needs of the secondment.

⚠ The beneficiaries remain **fully responsible** for the action implementation (in accordance with the GA) during the secondments.

Best practice: It is strongly recommended that the beneficiaries establish internal arrangements (e.g. *partnership agreements*) with the partner organisations, to ensure that they fulfil their obligations (see Article 8).

⁹⁷ Available at <https://www.iprhelpdesk.eu/>.

2. Obligations on the seconded staff members

Although they do not need to be explicitly reflected in their employment contract, some of the basic obligations under the MSC-RISE MGA must also be respected by the seconded staff members.

Main obligations (of the staff member):

- Comply with the arrangements related to the **intellectual property rights**
- **Maintain confidentiality**
- Ensure the **visibility of EU funding**
Seconded staff members must acknowledge funding under the Marie Skłodowska-Curie action in publications, communications or patent applications.
- **Complete and submit** — at the end of the secondment — the evaluation questionnaire and — two years later — the follow-up questionnaire provided by the Agency.