



European Commission  
Research Directorate General  
Human Resources and Mobility

# MARIE CURIE HOST FELLOWSHIPS

## Notes for the Implementation of Early Stage Research Training (EST) Projects 2003 - 2006



MARIE CURIE ACTIONS

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# 1. Introduction

This document is intended to explain the main features regarding the management of the contracts for the Marie Curie Early Stage Training fellowships of the 6<sup>th</sup> Framework Programme. Its aim is to make available information that is useful in the majority of the cases and for most of the people involved and not to provide an answer to every possible question.

Please note that this document only refers to one of the host driven actions: Early Stage Training host fellowships. Similar documents will also be available for all other Marie Curie Actions.

This document is purely informative and has no legal value. Only the duly signed contracts are legally binding.

For more specific questions regarding your contract we suggest you contact the relevant project officer or address them to:

- your National Contact Point <sup>1</sup>;
- the Marie Curie Helpdesk <sup>2</sup>.

If you have more general questions, you can visit the pan-European Researcher's Mobility Portal <sup>3</sup>.

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<sup>1</sup> Web-site <http://www.cordis.lu/fp6/ncp.htm>

<sup>2</sup> E-mail [rtd-mariecurie-actions@cec.eu.int](mailto:rtd-mariecurie-actions@cec.eu.int)

<sup>3</sup> Web-site <http://europa.eu.int/eracareers>

## 2. Glossary

|                                   |   |
|-----------------------------------|---|
| Consortium                        | Consortium means all the participants in the same project.  |
| Contract                          | The contract between the Commission and the host institution. Contracts can be mono- or multi-partner. Multi-partner contracts are made between the Commission and the co-ordinator of a consortium.  |
| Contractor                        | The host institution.   |
| Co-ordinator                      | The co-ordinator is one participant appointed by all participants of a consortium and accepted by the Commission, having specific additional obligations arising out of the contract, such as distributing Community funds to other participants, reporting to the Commission, etc.   |
| General conditions                | Annex II of the contract between the Commission and the host institution. The General conditions are the legal requirements to be fulfilled during the execution of the project. They are general to all RTD contracts.   |
| Host country                      | Country where the administrative unit host laboratory is located.   |
| Host department and/or laboratory | Department or laboratory in the host institution where the fellows carry out the research project.  |
| Host institution                  | The legal entity hosting the fellows where the research/training programme is carried out.  |
| Marie Curie fellow (researcher)   | Individual researcher carrying out research, funded by a Marie Curie fellowship.  |
| Marie Curie fellowship            | Fellowship financial contribution awarded by the European Commission as part of the 6 <sup>th</sup> Framework Programme for research, technological development and demonstration aiming at the training or transfer of knowledge and mobility of researchers. Marie Curie fellowships are co-ordinated by the Human Potential programme, but they are offered by the thematic programmes of the 6 <sup>th</sup> Framework Programme as well. |
| National Contact Point (NCP)      | National authority responsible for providing information on the programme. There is a National Contact Point for Marie Curie fellowships in each EU Member State and Associate State. Their addresses are available on the following site<br><a href="http://www.cordis.lu/fp6/ncp.htm">http://www.cordis.lu/fp6/ncp.htm</a> .  |
| Participant                       | Participants in projects of the 6 <sup>th</sup> Framework Programme are legal entities contributing to an indirect action and having rights and   |

obligations with regard to the Community and to one another under the terms of the Rules for Participation and the model contract. Under the contract with the Community participants are referred to as contractors.

|                     |  |
|---------------------|--|
| Project             | The research work to be carried out by the fellow at the host institution.   |
| Scientist in charge | Person at the host institution responsible for the scientific supervision of the fellows.  |
| Specific provisions | Annex III of the contract between the Commission and the host institution. The Specific provisions are the legal requirements to be fulfilled during the execution of the project. They are common for all EST contracts |
| Work agreement      | The contractual arrangement between the host institution and the fellow.   |

## 3. Preparing for the fellowship

### 3.1. ***Contract between the Commission and the Host***

Once the Commission takes a decision of financing after funding negotiations, the Commission sends a contract to the host institution in duplicate. The person authorised to sign the contract, signs and dates both contracts and the host institution returns them to the Commission for signature. It is very important that, while returning the signed copies, the following is included:

- a declaration that nothing in the contract has been modified. In case of any modification needed, this has to be done on the two copies and specified in the declaration letter;
- appropriate evidence that the person signing the contract is authorised to do so.

The authorising officer in the Commission will then sign both contracts and return one to the host institution. It is important to distinguish between the date the contract enters into force and the starting date of the project:

#### ***Date the contract enters into force***

The contract enters into force with the signature of both contracting parties, i.e. the host institution and the Commission (Article 2.1. of the contract).

#### ***Starting date of the project***

The starting date of the project is stipulated in the contract. There are 4 possibilities:

1. the first day of the month after the signature by the Commission;
2. a fixed starting date;
3. the date of signature of the contract;
4. the effective starting date notified by the co-ordinator/contractor, which must be within a fixed number of months (specified in the contract) from the date the contract enters into force. The form to be used is attached in Annex 6.5.1.

Therefore the project starting date may be different from the date the contract enters into force. This is important because only costs incurred between the project starting date and the end date of the contract are eligible.

#### ***Issues specific for multi-partner contracts***

In the case of a multi-partner contract the co-ordinator shall obtain from each contractor three duly completed and signed originals of *Form A – Accession to the contract* (Annex IV of the contract) and send one of each (contractor) to the Commission before the deadline mentioned in Article 2.1 of the contract.

### 3.2. ***Publication of the fellowship vacancies***

The contractor is required to internationally publicise the fellowship positions available to as many potential applicants as possible by its usual or other relevant means of advertising (Article 3.4.a. of Annex III Specific Provisions).

It is recommended that advertisements are published in both paper publications (press advertisements) and on appropriate electronic recruitment sites. The level of advertising should be appropriate to the size of the application. Additionally all open positions must be published in the Commission's Funding Opportunities Search Tool:

[http://mc-opportunities.cordis.lu/home\\_vac.cfm](http://mc-opportunities.cordis.lu/home_vac.cfm)

In the Commission's Funding Opportunities Search Tool the specific vacancies for each fellowship can be created and updated by each host institution or co-ordinator of a consortium directly on to the web site using the login provided by the Commission. The Funding Opportunities Search Tool is described in more detail in Annex 6.1.

A satisfactory advertisement should include a deadline for application of at least 10 working days. It is recommended to keep all relevant information regarding the advertisement of fellowship positions on file, as this may be required at a later stage in case of an audit by the European Commission or the European Court of Auditors.

### **3.3. Selection of the fellow(s)**

The selection must be open, transparent, impartial and equitable. The contractor must select the best candidates whilst ensuring that the successful candidates meet all the eligibility criteria mentioned in Article 3 of Annex III Specific Provisions. For more information please consult the EST Handbook that is also available on the Cordis website <sup>5</sup>.

The contractors shall also respect the stipulations in Article 2 of Annex III Specific Provisions relating inter alia to gender balance. An overview of the criteria is given in Annex 6.2. Furthermore the Commission has developed an eligibility check tool<sup>6</sup> to assist the contractors to check the eligibility of candidates.

The Workprogramme makes it clear that for host-driven actions, the reference deadline for eligibility is the **selection** of the eligible researchers. Nevertheless, in the general conditions of the contract, the '**selection**' of the researchers is linked to the '**appointment**'. In practice of course, it is entirely possible that the selection date (following an interview process for example) could precede the date of appointment (date on which the researcher signs the contract) by days, weeks or even months in some cases. In terms of **all** eligibility criteria however, it is crucial that the young researcher fulfills the eligibility conditions on both the dates of selection and the date of appointment (if different) in order that the associated costs would be eligible under the contract.

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<sup>5</sup> <http://www.cordis.lu/fp6/mobility.htm>

<sup>6</sup> [http://europa.eu.int/comm/research/fp6/mariecurie-actions/action/level\\_en.html](http://europa.eu.int/comm/research/fp6/mariecurie-actions/action/level_en.html)

### **3.4. *Informing the Commission about selected fellows***

Selected candidates will not be approved by the Commission. Instead, the host institutions are responsible for the eligibility of the researchers selected. Please note that only costs related to eligible fellows will be reimbursed by the Commission. Fellows' eligibility may be monitored any time and is part of the issues to be audited. Should evidence appear at a later stage (including after the end of the contract and the final payment) that one or more of the applicable criteria were not fully respected, then the corresponding Community contribution must be reimbursed to the Commission.

The host institutions should request sufficient evidence proving that the researchers they recruit, meet all the eligibility criteria. This evidence should not be sent to the Commission, but kept on file. It has to be made available on request (e.g. for audit purposes).

### **3.5. *Work agreement between the Host and the fellow(s)***

In line with Article 2 of Annex III Specific Provisions to the contract each contractor must make a formal written work agreement with the researcher recruited. There is no special Commission form for such an agreement and no Commission approval is required, but the Commission services can be contacted for guidance on specific matters.

In the work agreement, the points mentioned in Article 4 of Annex III Specific Provisions must be covered. The following (see also point 5.1) should be noted:

- the law applicable to the agreement is normally that of the host country (country where the host laboratory is located);
- the fellow must be covered by a social security scheme.

This applies both to employment contracts (fellowships with full social security coverage) and fixed-amount fellowships with a minimum social security coverage.

Within 20 days of the appointment of the researcher, the contractor must:

- transmit to the Commission a signed declaration on the conformity of the work agreement with this contract. The form to be used can be found in Annex 6.5.2;
- update the information in the Funding Opportunities Search Tool<sup>7</sup>. The contractor should access the relevant vacancy in the Opportunities Search Tool, update the vacancy information (e.g. change the number of vacant positions) and submit information about the recruited researcher to the Commission.

### **3.6. *Duration of the fellowships***

The duration of a fellow's stay must be between 3 months and 36 months. Note that in the Sixth Framework Programme the overall cumulative training received as an

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<sup>7</sup> [http://mc-opportunities.cordis.lu/home\\_vac.cfm](http://mc-opportunities.cordis.lu/home_vac.cfm)

early stage researcher for both Early Stage Research Training (EST) and Research Training Networks (RTN) cannot exceed 48 months (full-time equivalent).

The host institutions should support the researcher(s) when taking care of the necessary immigration and visa requirements as well as when clarifying his/her/their tax and social security status. Further information about taxation and social security may be given by the National Contact Points and the local authorities. See also the following European Commission Employment and Social Affairs DG web site: [http://europa.eu.int/comm/employment\\_social/index\\_en.htm](http://europa.eu.int/comm/employment_social/index_en.htm).

### ***Split stays***

In principle the period of the stay of the researcher(s) at the host institution should not be interrupted.

In well justified cases, the research training activities can be split in several stays not exceeding 36 months in total and not lasting beyond the project duration. The duration of each phase shall have significance for, and form a coherent part of, the research training activities or be justified on grounds of family reasons of the researcher.

If the stay of a fellow needs to be split, this should be clearly addressed in the fellow's project proposal, integrated in his/her work plan and duly justified, in terms of the compatibility with the research project. It is subject to Commission approval on a case-by-case basis.

An alternative to split-stays could be the conclusion of multiple work agreements. One should however be vigilant that the eligibility criteria can be respected for each of the work agreements. Indeed, for every work agreement the eligibility needs to be checked. As a result a researcher may not be eligible for the second or for one of the following work agreements because he/she stayed for instance more than 12 months during the last 36 months prior to the appointment in the country of the contractor.

### ***Part-time work***

As stipulated in Article 3 of Annex III the researcher must devote him/herself full-time to his/her research training activities. Only for duly justified reasons associated with personal or family circumstances (e.g. childcare) and after prior acceptance by the Commission, may the researcher be allowed to devote himself/herself part-time to his/her research training activities.

As a consequence of the part-time work an extension of the project duration could be requested, but this needs to be approved by the Commission. Under no circumstances can an increase of the Community contribution be contemplated. A request for part-time work must include a clear justification and a declaration that the fellow is not carrying out any other work. If the Commission approves, the part-time work should be mentioned and clearly defined in the work agreement with the fellow.

## 4. Management of the fellowship

### 4.1. *Prefinancing*

In line with the stipulations in the contract the Commission will automatically transfer the prefinancing amount upon reception of the duly signed contract. This means that no request for this payment is needed. The amount of the prefinancing equals 80%<sup>8</sup> of the estimated Community financial contribution for the first 18 months as stipulated in Annex I Part D of the contract.

In the case of a multi-partner contract the Commission shall make a payment to the co-ordinator upon reception of all duly signed Forms A proving that all contractors have acceded to the contract. As stipulated in Article 3.3.d of Annex II the co-ordinator must ensure that the appropriate payments to all contractors are done without unjustified delay and keep accounts of these transfers. The co-ordinator must also inform the Commission about the payments made to the contractors.

### 4.2. *Periodic reports and intermediate payments*

Within the 45 days following the end of each reporting period as identified in the contract the following reports must be sent to the Commission:

1. **Periodic Activity Report**
2. **Periodic Management Report**
3. **Form C** (financial statement)

In case of a consortium each contractor should provide a Form C for that period.

For consortia only:

4. **Periodic Summary Financial Report**

This report consolidates the claimed costs of the contractors in an aggregate form, based on the information provided in Forms C.

5. **Periodic Funding Distribution Report**

This report details the distribution between contractors made during that period of the Community financial contribution.

Each report has to be sent both in paper and electronic format. The report data must be input on-line [**web-site to be communicated later**] and submitted. A printout should be duly signed and this paper report must also be sent to the Commission.

Within the 45 days following the approval by the Commission of these reports the Commission shall make a periodic payment to the co-ordinator. In line with Article 8 of Annex II the Periodic Activity Report is deemed to be tacitly approved within 90 days of receipt by the Commission if no comments have been made or changes have been requested.

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<sup>8</sup> This percentage could be increased to 85% if a bank guarantee is provided by the contractor.

### **4.3. Final reports and final payments**

Within the 45<sup>9</sup> days following the end of the last reporting period as identified in Article 4 (monocontractor) or Article 6 (multicontractor) of the contract the following reports have to be sent to the Commission:

- 1. Final Activity Report**
- 2. Final Management Report**
- 3. Form C** (financial statement)

In case of a consortium each contractor should provide a Form C for that period.

For consortia only:

- 4. Final Summary Financial Report**

This report consolidates the claimed costs of all the contractors in an aggregate form covering the entire duration of the project, based on the information provided in Form C by each contractor.

- 5. Final Funding Distribution Report**

This report gives the distribution between contractors made after the end of the project of the Community financial contribution.

Each report has to be sent both in paper and in electronic format. The report data must be input on-line [**web-site to be communicated later**] and submitted. A printout should be duly signed and this paper report must also be sent to the Commission.

Within the 45 days following the approval by the Commission of these reports the Commission shall make a final payment to the co-ordinator. In line with Article 8 of Annex II the Final Activity Report is deemed to be tacitly approved within 90 days of receipt by the Commission if no comments have been made or changes have been required.

Furthermore each scientist in charge and each researcher should complete an **assessment questionnaire** on-line [**web-site to be communicated later**] at the end of the project, submit this information, and send a duly signed printout to the Commission. Furthermore, in line with Annex III Article 2, the host institution has to 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.

The forms to be used for the above reports can be found in the annexes.

### **4.4. Audit certificates**

#### ***What is the purpose of an audit certificate?***

Audit certificates are used to enable the Commission to ensure that the costs charged to the contract meet the conditions for financial support. The audit certificates shall inter alia certify that the costs:

- are incurred during the duration of the project,
- are recorded in the accounts of the contractor,

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<sup>9</sup> In case of a multicontractor agreement the consortium may request an increase of the delay by 45 days.

- are determined in accordance with the usual accounting principles of the contractors,
- meet the other main contractual requirements regarding eligibility of costs (except for necessity).

A proposed model for an audit certificate can be found in Annex 7 of the “Guide to financial issues relating to indirect actions of the Sixth Framework Programmes” that is available on the Cordis website <sup>10</sup>.

#### ***When is an audit certificate required?***

An audit certificate is required from each contractor at some point during the life of the project to certify the costs claimed. In principle only one audit certificate for the whole duration of the project at the end of the project is expected.

However, if less than 70% of the pre-financing has been used at the end of a reporting period, subsequent intermediate pre-financing may be paid only if an audit certificate is provided for that reporting period or on the basis of a complementary periodic management report showing that the above-mentioned spending rate has been achieved. An audit certificate must also be provided by each contractor where the Community financial contribution requested by that contractor exceeds €750,000 for that period (Annex II Article 7 Paragraph 3).

It should be noted that the mere sending of an audit certificate does not diminish the liability of contractors.

#### ***Who is qualified to sign an audit certificate?***

Each contractor is free to choose any qualified auditor, including its usual external auditor, provided that the following professional requirements are met:

- the external auditor must be independent from the contractor;
- the external auditor must be qualified to carry out statutory audits of accounting documents in accordance with the 8th Council directive 84/253/EEC of 10 April 1984 or similar national regulations.

A contractor that is a public body<sup>11</sup> may opt for a competent public officer to provide an audit certificate. Where a public body opts for a competent public officer to provide for its audit certificates, this person must meet the following criteria:

- he/she has not been involved in the processing of Form C;
- he/she is independent from the contractor;
- he/she has the legal capacity to carry out audits of the public body.

The costs are reimbursed via the management activity of the project. The submission of an audit certificate does not waive the right of the Commission to carry out its own audits, which may be launched at any time and up to 5 five years after the end of the project.

<sup>10</sup> [http://dbs.cordis.lu/fep-cgi/srchidadb?ACTION=D&SESSION=&DOC=1&TBL=EN\\_DOCS&RCN=EN\\_RCN:2034005&CALLER=FP6\\_LIB](http://dbs.cordis.lu/fep-cgi/srchidadb?ACTION=D&SESSION=&DOC=1&TBL=EN_DOCS&RCN=EN_RCN:2034005&CALLER=FP6_LIB)

<sup>11</sup> Article II 26.3 of the model contract for FP6 projects allows public bodies (defined by the contract as “a public sector body, or a legal entity governed by private law with a public-service mission providing adequate financial guarantees” and including international organisations), but not all those eligible for exemption from financial collective responsibility (i.e. not those guaranteed by a Member State or Associated State), to use a competent public officer to provide the audit certificates required by the contract.

#### **4.5. *Changes of the work plan and contract amendments***

Once the negotiation procedure is finalised and the contract is signed, no more requests to change the contract specifications are expected in principle. However, one could imagine that situations could arise where amendments to the contract are required. In all cases the contractor must make a request to the Commission in writing, well in advance, the agreement of the envisaged changes. Report changes only in the periodic or final reports is not acceptable. Failing to get the agreement of the Commission in advance may result in the rejection of the change requested (e.g. requests for a prolongation of the contract cannot be accepted if made after the end date of the contract). In the case of a consortium, the co-ordinator has to make the request on behalf of the consortium and keep adequate proof of the consortium's approval available.

The Commission will undertake to approve or reject any change request within 45 days of its receipt. The absence of a decision by the Commission within this time span does not constitute a tacit approval except for the cases explicitly mentioned in the contract or in its annexes. Furthermore all amendments must be in writing; orally agreed changes are not binding.

Please note that minor adjustments to the project to an extent that can be considered normal in a successful research project (e.g. design of new experiments because some of the planned experiments did not give the expected results or small changes in experimental protocols), need only be submitted to the Commission if the change is judged significant and could be approved following a request to change the abstract without the need to amend the contract. As a general rule, it is best to check with the respective project officer before sending a request for a contract amendment.

For more information on changes and contract amendments, see section 6.3.

## 5. Specific issues

### 5.1. *Payments to fellows*

The allowances to the researcher(s) consist of a

- monthly living allowance
- monthly mobility allowance (if the researcher has undertaken physical mobility)
- travel allowance
- career exploratory allowance (for researchers with a total stay of at least one year)

#### **The amounts of the payments to the fellow(s)**

##### *Monthly living allowance*

The total amount of the monthly living allowances is shown in Annex I Part D column A. These amounts have been calculated on the basis of the

- annual reference rates (see Annex III Specific Provisions);
- country correction coefficients (see Work Programme, Table 3);
- expected proportion of employment contracts versus stipends (as agreed during the contract negotiations and indicated in the Contract Preparation Forms).

The contractor can opt between recruiting the researcher under an employment contract or a status equivalent to a fixed amount stipend.

##### *Employment contract/fellowship with full social security coverage*

The amount of living allowance under the category employment contract laid down in the Work Programme includes a compulsory deduction under national legislation both in terms of taxation and in terms of social security coverage. According to the various social security schemes applicable in all Member States, an employment contract shall guarantee a “package” of social security coverage made of several items. These items concern sickness and maternity benefits, invalidity benefits, old age benefits, survivor's benefits, benefits in respect of accidents at work and occupational diseases, unemployment benefits, family benefits and death grants.

##### *Fixed-amount fellowship with minimum social security coverage (formerly called ‘stipend’)*

According to the Work Programme and the contractual documents the fixed-amount fellowship with minimum social security coverage is a sort of grant that can be proposed to early stage researchers as an alternative to the employment contract. The fixed-amount fellowship with minimum social security coverage allows the host institution to host a researcher with a status (of researcher or research trainee) other than that of worker under a typical employment contract. This may happen where:

- this status is normally or systematically used by the host for similar researchers or research trainees (e.g. for master level training, especially for shorter stays);
- stays of visiting researchers are particularly short;

- visiting researchers are keeping an employment position during the stay (e.g. 3-12 months stays);
- it is not feasible to conclude an employment contract for some reasons, for instance because of the constraints of national law.

The minimum social security coverage required by the Commission for researchers recruited under a fixed-amount stipend shall include: benefits in respect of accidents at work and occupational diseases and sickness benefits. As to maternity benefits it has to be noted that, even if such a category does not fall within the minimum required social security coverage requested by the Commission, the Commission can decide (according to the Work Programme and the contractual documents), upon request by the researchers and on advice/consultation of the host organisation, to augment the sum of the Community contribution as a consequence. Calculated on a monthly basis, the contribution shall not exceed the difference between the compensation received from the national social security regime and the amount of the Community contribution (Rates applicable to the Marie Curie Actions).

This is the minimum standard required by the Commission for funding under a Marie Curie scheme. It is clear that a researcher under a Marie Curie scheme should benefit from exactly the same social security coverage of a researcher working under his/her same status (even if he/she is not under an employment contract) in the country of the host institution which, according to our legal framework has to ensure that the researcher is covered.

Information about taxation and social security can be given by the host institution, the National Contact Point and local authorities. Information may also be available through the national or regional member of the Researcher Mobility Centres or the pan-European Researcher's Mobility Portal <sup>12</sup> as well as on the following European Commission Employment and Social Affairs DG web site:  
[http://europa.eu.int/comm/employment\\_social/index\\_en.htm](http://europa.eu.int/comm/employment_social/index_en.htm).

### ***Monthly mobility allowance***

As stipulated in Annex III Article 7.1.b the researcher is also entitled to a mobility allowance if he/she has undertaken a physical transnational mobility

- either at the start of the project, or
- less than 12 months before his/her appointment under the project.

Please note that at the time of appointment, the researcher may not have resided or carried out his/her main activity in the country of the contractor 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 (Annex III Article 3).

The allowance depends upon the family situation of the researcher at the time of the recruitment (married or equivalent status and/or legal custody of children).

As far as possible in view of national law, the contractor shall pay to the researcher(s) on a monthly basis the living (salary) and the mobility allowances right from the start of the fellowship(s), even if no prefinancing has yet been given by the Commission. In any case the host is responsible to provide to the arriving

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<sup>12</sup> Web-site <http://europa.eu.int/eracareers>

fellows adequate financial and logistical support from the first months of stay. It is important that the full amount due to the researcher(s) has been paid by the end of the fellowship(s).

### ***Travel allowance***

Researchers entitled to a monthly mobility allowance, are also entitled to a travel allowance for one journey per period of 12 months based on the distance between their location of origin and the contractor's location. The location of origin is the place where the researcher was residing or carrying out his/her main activity at the time of the selection by the EST host unless 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 of one of his/her nationalities where the researcher was residing for the longest period during the last 5 years prior to the relevant deadline for submission of the proposal.

The yearly travel allowance is a lump sum (see Annex III Article 7.1.b) depending on the direct distance that should be paid upon taking up the appointment and yearly thereafter. Only one travel allowance should be paid per year. No travel tickets or other supporting evidence have to be supplied.

### ***Career exploratory allowance***

Researchers recruited for at least one year, benefit from a single career exploratory allowance of 2000 € This allowance is intended to allow the fellow to cover costs related to exploring his/her future career as a researcher (e.g. participation in job interviews). This amount is normally to be paid directly to the fellow who can decide on the use of it, without needing the prior agreement of the host institution. However, the allowance could also be used for the reimbursement of real costs if this is bilaterally and explicitly agreed between the fellow and the host, and in conformity with the national rules.

There is no strict rule regarding the payment date of the career exploratory allowance and it is up to the host institution and the fellow to negotiate this. In many cases an early payment of the career exploratory allowance would be more beneficial for the fellow. However, the host institution needs to take into consideration that in case of an early termination before the end of the first 12 months of the fellowship, the career exploratory allowance is not an eligible cost anymore. It is therefore advisable to include a clause in the agreement between the fellow and the host institution informing the researcher that in case of an "early termination" before the end of the minimum 12 months period (s)he would have to pay back the career exploratory allowance. Another option would be to pay the career exploratory allowance at the end of the first 12 months. This option could be envisaged for long term fellowships, e.g. for researchers recruited for 36 months.

In some countries the career exploratory allowance may be subject to different fiscal treatment than the living allowance, but this should be verified by the appropriate national authority.

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 (Annex III Article 7 of the contract).

## **5.2. Eligible costs**

As stipulated in Annex II (General Conditions) Part B Section 1 Article 18.1 eligible costs must meet the following conditions:

- they must be actual, economic and necessary for the implementation of the project;
- they must be determined in accordance with the usual accounting principles of each research organisation;
- they must be incurred within the duration of the project, except when otherwise provided for in the contract;
- they must be recorded in the accounts of the organisation or, when provided for in the contract in the case of resources made available by third parties on the basis of a prior agreement, in the corresponding accounts of those third parties;
- they must exclude any indirect taxes, duties, interest, costs incurred in respect of another Community project, and must not give rise to profit.

This means eligible costs cannot be estimations or forecasts. The expenses should be entered into the contractor's recording system and be subject to the contractor's accounting principles. They must be sufficiently detailed to be able to provide information on the use of funds in the different expense categories mentioned in Annex I Part D.

It is important to note that the breakdown of the Community contribution (per cost category and per year) in the financial table in Annex I Part D is merely indicative and not at all binding. It should be understood that the total Community contribution is the maximum the Commission has agreed to contribute to the project. Changes are allowed provided that the applicable rules are not violated, e.g. no more than 40% can be allocated to one country and changes in the allocation of researcher-months should not exceed 35% of the researcher-months allocated to a contractor.

### ***Allowances for the researcher***

For the different allowances (living, mobility, travel and career exploratory), the contractor must be able to justify the spending on the basis of contracts (employment/stipend), time sheets, bank statements and/or discharge statements.

### ***Contribution to the expenses of the researcher***

This contribution to the benefit of the researcher is to be managed by the host. It is a fixed amount contribution: 250 € per researcher-month for non-laboratory based research and 500 € per researcher-month for laboratory based research. No supporting evidence is needed for the individual costs as the contribution is based on the real number of researcher-months and on their type (lab/non-lab).

### ***Eligible expenses for the activities carried out by the host***

For the contribution to the host's expenses and to the costs for the management and audit the contractor should obtain and keep all the relevant supporting documents.

Supporting documents could be contracts, invoices, bank statements and the like. Overheads do not have to be justified, but are only eligible within the fixed limit of 10% of direct costs (except for subcontractors). Supporting documents should in principle not be sent to the Commission. Instead they should be kept for up to 5 years from the end of the project and be made available to the Commission's if requested (Annex II Article 26.3).

For multi-partner projects it is important to note that the budget available for the management/audit and for the overhead is to be managed by the co-ordinator and that the limits, respectively 3% of the total Community contribution and 10% of direct costs, have to be respected on the level of the project, not per year or per participant.

Annex II (General Conditions) Part B Section 1 Article 18 explicitly identifies some costs that are not eligible:

- any identifiable indirect taxes, including VAT or duties;
- interest owed;
- provisions for possible future losses or charges;
- exchange losses;
- costs declared, incurred or reimbursed in respect of another Community project;
- costs related to return on capital;
- debt and debt service charges;
- excessive or reckless expenditure.

We would like to stress that the interest earned on the funds advanced by the Commission is not part of the Community contribution and can therefore not be used for the project. This interest has to be declared in the Form C.

### **5.3. *Research location***

As a general rule, fellowships must take place at the host institution for which the researcher has been selected. This includes separate stays at the different institutions of a multi-contractor project. However, in some cases, stays away from the contracted institutions may be justified as part of collaboration or as part of the training. In this context, the following general rules apply:

#### Conference attendance

This is considered part of the researcher's normal activity. No specific approval by the Commission is needed.

#### Other stays away for work collaboration or training as part of the project

As a general rule, fellows may not spend more than 25% of the duration of the fellowship away from the host institution(s) under the condition that these stays are indispensable to the execution of the project and are explicitly foreseen in the proposal and the contract with the host. A stay in the country of the researcher's nationality may not constitute more than 10% of the fellowship.

In the following circumstances it is **not** necessary to seek the Commission's permission:



## **5.5. Early termination**

Different termination scenarios are possible:

### ***Early termination of the contract***

In line with Article 15 of Annex II the monocontractor or the co-ordinator on behalf of the consortium should request termination of the contract, by notifying this to the Commission providing the justification for the termination. The monocontractor or the co-ordinator should also send the relevant final reports. Termination shall take effect on the date of the Commission's approval

### ***Early termination of a partner (in a multi-partner project)***

The request for the termination of the partner could be initiated either by the partner or by the consortium.

In both cases the co-ordinator shall request the termination. The co-ordinator must send:

- a proposal for the reallocation of the tasks;
- the reasons for doing so;
- the opinion of the contractor whose participation is requested to be terminated.

The Commission may agree or object. The termination takes effect on the date of the Commission's approval. In any case the Commission will formalise a written amendment to the contract. Within 45 days after the effective date of termination the co-ordinator or monocontractor shall submit to the Commission the reports and deliverables mentioned in Annex II Article 7.

### ***Early termination of a researcher***

If a researcher requests to terminate the project which he/she is carrying out before its originally planned end, the co-ordinator should inform the Commission services. This means that the number of unused researcher-months can be used for another researcher.

## **5.6. Intellectual property rights**

The rules concerning the Intellectual Property Rights are described in the Annex II General Conditions.

Moreover, as directly concerns the fellow, according to Articles 8 and 9 of the Annex III Specific Provisions, the host institution should make available on royalty-free basis, the pre-existing know-how and knowledge relevant for the implementation of the project. In addition the host institution should inform the fellow about possible restrictions that substantially affect the granting of these access rights.

## **5.7. Publication of results**

The Commission encourages the results of the research to be published using the normal means of disseminating research results.

When results are published (also including on the internet and both oral and poster presentations at conferences) an acknowledgement of the Community support should be made (Annex II Article 12) as follows: “*This research project has been supported by a Marie Curie Early Stage Research Training Fellowship of the European Community’s Sixth Framework Programme under contract number <NUMBER OF CONTRACT>*” (fill in the relevant contract number).

The Commission may publish the information given in the reports. However the Commission may also decide to keep the information confidential upon approval of a reasoned and duly substantiated request by the host institution (Annex II Article 12).

Rules on confidentiality and publicity are given in Annex II Articles 9 and 12.

## **5.8. Impact assessment**

The Commission will perform impact assessment studies to measure the importance of the Marie Curie actions for European science and the long-term benefit to the contractors and fellows.

The results, which will provide an input for future developments of Marie Curie actions will depend on the feedback from the researchers involved. By contributing to the study both the fellow(s) and the co-ordinator / scientist in charge will play a key role in designing the future of European research.

For impact assessment purposes, information may be requested both during the Marie Curie Action and up to three years after completion of the contract. A first questionnaire will be sent to the fellow(s) and the co-ordinator / scientist in charge at the start of the fellowship. A second questionnaire will be sent two years after the end of the fellowship. To guarantee representative results, as many fellows and co-ordinators / scientists in charge as possible are urged to participate. Consequently, it is important to authorise the Commission to use future contact details after the end of the fellowship (address, email etc.), and to inform the Commission of any changes concerning these data. Please be assured that all personal information will remain strictly confidential.

## 6. Annexes

### 6.1. **Funding Opportunities Search Tool**

The Commission has made available a tool, the Marie Curie Funding Opportunities Search Tool, previously called the Vacancy Tool, which will host project information, vacancies and events for all Marie Curie Actions under FP6 :

Marie Curie Research Training Networks (RTN)  
**Marie Curie Early Stage Training (EST)**  
 Marie Curie Transfer of Knowledge (TOK)  
 Marie Curie Excellence Grants (EXT)  
 Marie Curie Conferences & Training Courses (SCF/LCF)

It can be found at the following URL: <http://mc-opportunities.cordis.lu>.

All open positions must be published in the Commission's Funding Opportunities Search Tool. Co-ordinators are responsible for entering the data and keeping the information up-to-date. To this end each co-ordinator should receive a userid and a password at the opening stage of the negotiations. When a researcher is selected, the co-ordinator must update the information by removing the vacancy and by informing the Commission of the recruitment.

This search facility allows users to search for two kinds of information:

1. Core project details  
 The project details data are extracted from the contract and can only be modified by the Commission Services, upon request by the co-ordinator. Please e-mail any change request to [mcf-opportunities@cordis.lu](mailto:mcf-opportunities@cordis.lu).
2. Vacancy details  
 The co-ordinator should enter a detailed job description for each fellowship position offered. This includes the jobs offered by the co-ordinator as well as by the other partners, in the case of a consortium.

#### **How to add vacancies?**

1. Click on the hyperlink List your data.
2. A list of projects and vacancies for which you are the co-ordinator will appear. Click on the hyperlinked project for which you want to input a vacancy.
3. Click on the Add new vacancy hyperlink.
4. Complete the vacancy details. The fields marked with an asterisk (\*) are mandatory and must be completed.

#### Vacancy details

- |                       |   |
|-----------------------|---|
| 4.1. Contract ID      |   |
| 4.2. Job Title*       | Free text   |
| 4.3. Job Description* | Free text   |
| 4.4. Level*           | Pull-down menu<br>e.g. Early Stage Researcher (max. 4 years experience) |

|                           |   |
|---------------------------|---|
| 4.5. Number of Positions* | Should be at least “1”                    |
| 4.6. Deadline*            | Date format; deadline to apply            |
| 4.7. Start Date*          | Date format; start date of the fellowship |
| 4.8. Duration*            | Free text; duration of the fellowship     |
| 4.9. Salary               | Free text                                 |
| 4.10. How to apply*       | Pull-down menu                            |

#### Contact person

|                      |  |
|----------------------|--|
| 4.11. Organisation*  | Free text                                |
| 4.12. Contact*       | Free text                                |
| 4.13. E-mail*        | Free text                                |
| 4.14. WWW            | Free text                                |
| 4.15. Town*          | Free text                                |
| 4.16. Country*       | Pull-down menu                           |
| 4.17. Discipline*    | Pull-down menu; multiple choices allowed |
| 4.18. SubDisciplines | Pull-down menu; multiple choices allowed |

#### **How to modify/delete vacancies?**

1. Click on the hyperlink [List your data](#).
2. A list of projects and vacancies for which you are the co-ordinator will appear. Click on the [hyperlinked vacancy](#) you want to modify or delete.
3. Click on the hyperlink [Change these details](#) to modify the vacancy
4. Click on the hyperlink [Delete this Vacancy](#) to delete the vacancy

#### **How to inform the Commission a researcher has been selected?**

1. Click on the hyperlink [List your data](#).
2. A list of projects and vacancies for which you are the co-ordinator will appear. Click on the [hyperlinked vacancy](#) for which you have selected a researcher
3. Click on the hyperlink [Send Feedback for this Vacancy](#) to inform the Commission about the selected researcher
4. Complete the applicant’s details. The fields marked with an asterisk \* are mandatory and must be completed.

#### Information about the applicant

|                              |                              |
|------------------------------|------------------------------|
| 4.1. Age*                    |                              |
| 4.2. Nationality*            | Pull-down menu               |
| 4.3. Residence Country*      | Pull-down menu               |
| 4.4. Gender*                 | Pull-down menu               |
| 4.5. Qualification*          | Pull-down menu               |
| 4.6. Full Mobility Allowance | Radio buttons (Yes; No; N/A) |
| 4.7. Stipend (0-100%)        |                              |
| 4.8. Living allowance (€)    |                              |

5. Click on the *Submit Feedback* button when you’re finished.

## 6.2. **Eligibility criteria for Early Stage Training fellowships**

Recruitments must respect both the eligibility criteria for the researchers and the ones applicable to the projects.

### 6.2.1. EST Researchers

In accordance with Annex III Article 3 of the contract each eligible researcher must simultaneously fulfil the following 3 criteria at the time of appointment by the contractor in the frame of his/her project:

1. Nationality
 

Member State of the Community or;  
Associated State or;  
third country if legal residence/main activity has been in a Member State or Associated State for at least 4 years of the 5 years prior to the appointment; in that case the researcher will be considered a national of the state in which he/she has resided for the longest period.
2. Mobility
 

nationality must be different from the State in which the contractor is located

In case of multiple nationalities, the researcher could be hosted by a contractor located in the country of his/her nationality provided the researcher has not resided there during the previous 5 years.  
at the time of appointment, the legal residence/main activity may not have been in the country of the contractor for more than 12 months in the 3 years immediately prior to the appointment. Short stays such as holidays are not taken into account.

researchers holding the nationality from a Member State or an Associated Candidate State can carry out their research training activities in their country of nationality if they can provide evidence testifying that their legal residence/main activity was in a third country for at least 4 of the last 5 years immediately prior to the appointment.

a researcher from a third country cannot carry out his/her research training activities in a third country.

a researcher who is a national of a Member State of the Community or an Associated State can only be appointed by a research team of a contractor located in a third country if it is essential for the project and with prior approval of the Commission.

these mobility rules do not apply when the host institution is

  - Ü an international European interest organisation or,
  - Ü an international organisation (for multi-partner projects only) or
  - Ü the JRC.

a researcher cannot carry out the project at the legal entity where he/she has been working for more than the last 12 months prior to the appointment<sup>13</sup>.
3. Qualifications and research experience
 

researcher is within the first 4 years (full-time equivalent) of research activity (including training) since gaining a university degree (or equivalent) giving access to doctoral studies in the country in which the degree was obtained;

the degree entitles the holder to embark on doctoral studies without having to acquire any further qualifications;

researchers who have already obtained a doctoral degree are not eligible.

<sup>13</sup> Annex II Article 19 Paragraph 5

The Workprogramme makes it clear that for host-driven actions, the reference deadline for eligibility is the **selection** of the eligible researchers. Nevertheless, in the general conditions of the contract, the **'selection'** of the researchers is linked to the **'appointment'**.

In practice of course, it is entirely possible that the selection date (following an interview process for example) could precede the date of appointment (date on which the researcher signs the contract) by days, weeks or even months in some cases. In terms of **all** eligibility criteria however, it is crucial that the young researcher fulfills the eligibility conditions on both the dates of selection and the date of appointment (if different) in order that the associated costs would be eligible under the contract.

***Example:*** A university wishes to appoint a young researcher in the context of an EST contract. The young researcher has three years of full time research experience, no PhD and has already spent 8 months at the institution in the context of an FP5 training site. She would fulfil the eligibility criteria of transnational mobility, and research experience, as long as the university **selects** and **appoints** her within 12 months of her arrival in the host institution.

#### 6.2.2. EST Projects

In accordance with Annex III Article 2 of the contract the contractor/consortium must see to it that the following criteria are met:

- |                                  |  |
|----------------------------------|--|
| 1. Third countries participation | up to 30% of the researcher-months could be allocated to the benefit of nationals from third countries; the Commission may allow a higher percentage on a case by case basis and upon prior written request by the consortium. |
| 2. Gender balance                | at least 40% women researchers should be selected.   |

***For multicontractor projects only***

- |                         |   |
|-------------------------|---|
| 3. Country distribution | less than 40% of the total Community contribution is allocated to the benefit of the contractors of one country, excluding International European interest organisations.   |
| 4. Multi-site research  | The researchers benefiting from the research training activities for more than one year shall be hosted by more than one contractor for a period of at least three months during his/her involvement under the project. |

## 6.3. **Changes of the work plan and contract amendments**

### 6.3.1. **Changes impacting the budget**

If a contractor requests a change that impacts the budget, the co-ordinator should send a letter to the Commission detailing the requested change and the justifications. This letter must be signed by the person who signed the original contract. If approved, the Commission will recalculate the budget and proceed with the amendment. The rest of the procedure is similar to the one for the original contract. Changes or events that could impact the budget are:

- suspension of an agreement due to parental leave;
- withdrawal of partners from a consortium (early terminations); etc.

However, it should be noted that the budget breakdown in the contract is of an indicative nature, and that there is some flexibility to transfer amounts from one category to another, as well as between partners of a consortium. As a consequence, only major changes of cost items will need a contract amendment. In particular in the following cases an amendment is requested:

- a re-distribution between the contractors of more than 35% of the researcher-months to be selected by a single contractor as mentioned in the indicative distribution of the researcher-months to be selected on the project in the table Part C in Annex I (Annex III Article 2 Paragraph 1.d);
- any modification of the indicative periodic distribution between categories of project deliverables related to researchers referred to in Annex I where it results in a change of more than 35% in the indicative distribution between the categories for any contractor (Annex III Article 2 Paragraph 2.o).

### 6.3.2. **Changes not impacting the budget**

If the envisaged changes do not impact the budget, the contractor should send a letter mentioning the exact wording of the article he/she wants to have changed in the contract. The model texts to be used can be found on the Commission's website:

[http://europa.eu.int/comm/research/fp6/working-groups/model-contract/pdf/amend\\_guide\\_en.pdf](http://europa.eu.int/comm/research/fp6/working-groups/model-contract/pdf/amend_guide_en.pdf)

This letter must be signed by the person who signed the original contract. If approved, the Commission will prepare the amendment. The rest of the procedure is similar to the one for the original contract. Changes without impact on the budget could relate to the:

- start date of the project;
- duration of the project;
- banking details;
- location of the research activities;
- major deviations from the agreed *Description of Work* (Annex I of the contract);
- co-ordinator.

If the requested change concerns a new co-ordinator, then the request should clearly include the:

- § date of the change;
- § reasons for the resignation of the former co-ordinator;
- § reasons for the appointment of the new co-ordinator;
- § scientific curriculum vitae of the new co-ordinator;
- § a specimen signature of the new co-ordinator.

#### **6.4. Assurance provided by the Audit Certificate**

Every audit certificate must clearly mention:

- the contract number it relates to;
- the contractor (in case of a consortium);
- the report it relates to (final, first periodic, second periodic, etc.) and;
- the amounts verified.

The audit certificate must provide reasonable assurance that:

1. only eligible researchers were selected (as defined in the Work Programme);
2. the other eligibility rules as defined in the Work Programme (e.g. 3<sup>rd</sup> countries participation, gender balance and country distribution in case of a consortium) were respected;
3. only eligible costs are reported; eligible costs are defined in Annex II Article 18;
4. the Community financial contribution generated no financial profit for the contractor;
5. all recruited researchers entered into a work agreement with their contractor; these work agreements complied with the Community rules, particularly with Annex III Article 4 of the contract which requires among others a minimum social security coverage;
6. all recruited researchers were paid the amounts they were entitled to.

The contractors should be able to justify all costs in the categories that are not lump sum based. This supporting evidence includes a.o. contracts, work agreements, time sheets, pay slips, bank statements, invoices, (sub)ledger entries and certificates from the registrar's office.

#### **6.5. Forms**

##### **6.5.1. Notification of the effective starting date of the project**

##### **6.5.2. Declaration on the conformity of the work agreement**



EUROPEAN COMMISSION  
RESEARCH DIRECTORATES  
GENERAL  
MARIE CURIE HOST  
FELLOWSHIP

To be transmitted to the Commission within the time limit mentioned in Article 2 of the contract.

## NOTIFICATION

### OF THE EFFECTIVE STARTING DATE OF THE PROJECT

#### Identification

|  |   |
|--|---|
| <b>Research programme</b>  | FP6 - Marie Curie Early Stage Researcher Training |
| <b>Contract number</b><br><small>(between the contractor and the Commission)</small> | MEST-CT- ..... - .....                            |
| <b>Name of contractor</b>  |   |
| <b>Starting date of the project</b>  |   |

#### Declaration

The undersigned, as legal representative of the contractor, declares that the project referred to in Article 1 of the above mentioned contract signed between the Commission and the contractor, effectively started on the above mentioned starting date.

**PLACE AND DATE OF SIGNATURE**

**NAME AND SIGNATURE  
OF THE LEGAL REPRESENTATIVE**



EUROPEAN COMMISSION  
RESEARCH DIRECTORATES  
GENERAL  
MARIE CURIE HOST  
FELLOWSHIP

To be transmitted to the Commission within 20 days of the appointment of the researcher.

## DECLARATION OF CONFORMITY

OF THE AGREEMENT BETWEEN HOST INSTITUTION AND FELLOW  
WITH THE PROVISION SET FORTH IN THE CONTRACT

### Identification

|   |   |
|---|---|
| <b>Research programme</b>   | FP6 - Marie Curie Early Stage Researcher Training |
| <b>Contract number</b><br>(between the contractor and the Commission) | MEST-CT- ..... - .....                            |
| <b>Name of contractor</b>   |   |
| <b>Name of researcher</b>   |   |
| <b>E-mail address of researcher</b>                                   |   |

### Declaration

The undersigned, as legal representative of the contractor, declares that the agreement entered into by and between the contractor and the researcher to determine the terms and conditions of the participation of the researcher in the project is in conformity with the provisions set forth in the contract signed between the Commission and the contractor.

The undersigned declares that the above mentioned agreement consists of a contract of employment/contract letter/ ..... \* between the contractor and researcher detailing all the relevant information specified in Annex III.

The undersigned undertakes to register the appointment and to update the list and descriptions of vacancies available following the layout and procedures communicated by the Commission.

**PLACE AND DATE OF SIGNATURE**

**NAME AND SIGNATURE  
OF THE LEGAL REPRESENTATIVE**