



Employment contract with a researcher

**NCP Academy training on Legal and Financial Aspects
of Marie Skłodowska-Curie Actions**

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MSCA Model Grant Agreement

- MSCA-ITN/RISE/IF MGA foresees **a series of obligations (especially Art. 32)** in order to guarantee best possible working conditions for a recruited researcher/seconded staff member
- The MSCA-ITN/IF MGA 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

Beneficiary's obligations towards researcher



Photo by John F. Williams, available from <https://www.ecbc.army.mil/img/news/2015/201564-MSI-STEM-mainImg.jpg>

Beneficiary's obligations towards researcher

Examples of obligations:

- To **assist** the researcher in the administrative procedures related to the recruitment;
- To **host** the researchers at their premises and provide training as well as the necessary means for implementing the action;
- 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;
- To **inform** the researcher about the rights and obligations of the beneficiary toward the researcher under this Agreement;
- To **implement commitments** set forth in the MGA into **employment contract/...**

Employment contract

- **Researcher to be employed on a full-time basis**
 - Part-time – personal or family grounds only
- **Employment contract/equivalent direct contract**
 - Fixed – amount fellowship



United Artists Contract Signature, available from https://upload.wikimedia.org/wikipedia/commons/3/39/United_Artists_contract_signature_1919.jpg, public domain

ITN, IF



Earth, hands, available from: <https://pixabay.com/cs/ruce-ponechat-ql%C3%B3bus-ochrana-zem%C4%9B-1080792/>, CC 0

ITN, IF

Employment contract specifies:

- I. the **starting date and duration** of the research training activities under the action;
- II. the **monthly support** for the researcher;
- III. researcher's **obligations**;
- IV. the arrangements related to the **intellectual property rights** between the beneficiary and the researcher — during implementation of the action and afterwards;
- V. IF - the name of the **supervisor** for the research training activities as indicated in Annex 1;
- VI. IF-GF - the obligation of the researcher to carry out a **mandatory return period of 12 months** at the premises of the beneficiary

ITN, IF

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ITN, IF

Researcher's Obligations



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ITN, IF

Researcher's Obligations

- to work **exclusively** for the action
 - Another employment, two MSCA grants at the same time?
 - teaching activity as part of the research training?
- **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 1);
- to **inform** the beneficiary as soon as possible of any events or circumstances likely to affect the Agreement;
- to maintain **confidentiality**;
- to ensure the **visibility** of EU funding;
- **IF-GF** - to carry out a mandatory return period of 12 months at the premises of the beneficiary.

RISE



Thai jasmine rice uncooked by Takeaway,
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RISE

Employment contract

- Existing employment relationship – **secondment**
- Employee **to be informed about his/her rights and obligations** arising from GA by the beneficiary
 - Confidentiality
 - Questionnaire
 - Visibility
 - ...
 - **BUT no need to include those into existing employment contract**

COFUND

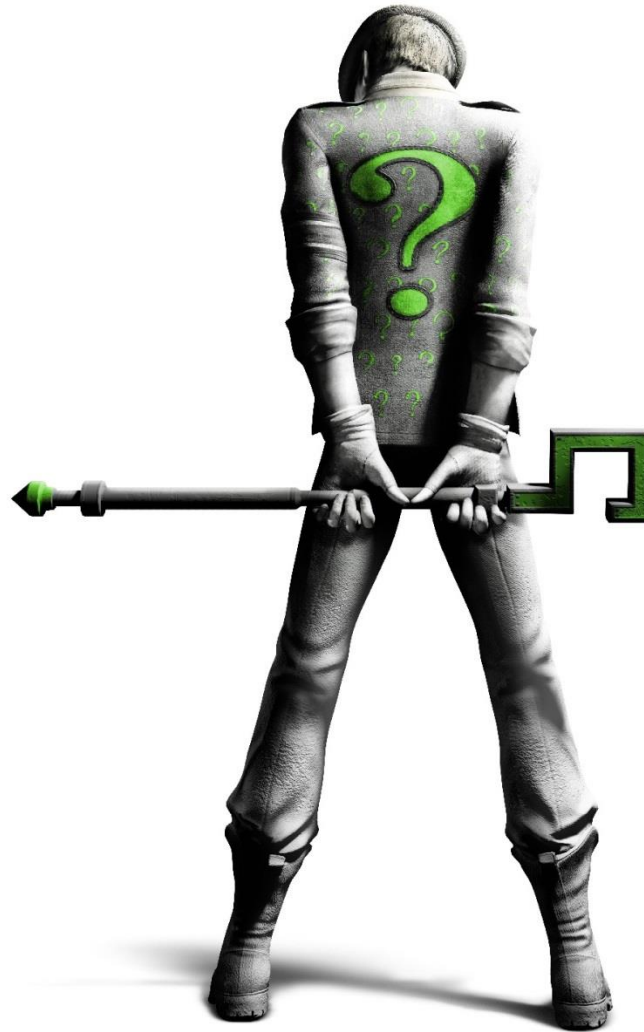


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COFUND

Employment contract

- Employment contract/equivalent direct contract/fixed amount fellowship agreement'
 - Confidentiality
 - IPR
 - ...
- Full-time and exclusively
 - teaching activity as part of the research training?



Riddler, available from:

<https://vignette.wikia.nocookie.net/arkhamcity/images/4/47/ArkhamCityRenderRiddler.jpg/revision/latest?cb=20111031233541>