European Commission

H2020 Programme

Guide for Applicants

Marie Skłodowska-Curie Actions
Research and Innovation Staff Exchange (RISE)

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Disclaimer

This Guide aims to facilitate potential applicants. It is provided for information purposes only and is not intended to replace consultation of any applicable legal sources. Neither the European Commission, nor the Research Executive Agency (or any person acting on their behalf) can be held responsible for the use made of this guidance document.
The guidance provided in the Annotated Model Grant Agreement shall prevail in case of discrepancies.

Box 2 – Definitions of frequently used terms in this Guide

Action refers to the specific Research and Innovation (R&I) project to be implemented under the Grant Agreement.

Staff members must be (early-stage or experienced) researchers or administrative, managerial or technical staff supporting the R&I activities under the action. They must be actively engaged in or linked to R&I activities for at **least one month** (full-time equivalent) at the sending institution, before the first period of secondment.

Early-Stage Researchers (ESR) must, at the date of secondment, be in the first four years (*full-time equivalent research experience*) of their research careers and have not been awarded a doctoral degree.

Experienced Researchers (ER) must, at the date of the secondment, be in possession of a doctoral degree or have at least four years of full-time equivalent research experience.

Full-Time Equivalent Research Experience is measured from the date when the researcher obtained the degree entitling him/her to embark on a doctorate (either in the country in which the degree was obtained or in the country in which the researcher is recruited or from where he/she is seconded) – even if a doctorate was never started or envisaged.

Academic Sector means public or private higher education establishments awarding academic degrees, public or private non-profit research institutes whose primary mission is to pursue research, and international European interest organisations, as defined in Article 2.1(12) of the Horizon 2020 Rules for Participation Regulation No. 1290/2013.

Non-Academic Sector means any socio-economic actor not included in the academic sector and fulfilling the requirements of the Horizon 2020 Rules for Participation Regulation No. 1290/2013.

Legal entity means any natural person, or any legal person created and recognised as such under national law, European Union law or international law, which has legal personality and which may, acting in its own name, exercise rights and be subject to obligations.

Beneficiaries are the legal entities that sign the Grant Agreement and have the responsibility for the proper implementation of the action. They contribute directly to the implementation of the research, transfer of knowledge and training activities by supervising, hosting, training and/or seconding staff members. The legal entity must be established in a European Union Member State (MS) or Horizon 2020 Associated Country (AC).

Partner organisations contribute directly to the implementation of the research, transfer of knowledge and training activities by hosting, supervising, training and/or seconding staff members but do not sign the Grant Agreement. The legal entity must be established in a Non-Associated Third Country (TC).

Entities with a capital or legal link are entities that have a link with the Beneficiaries or Third Country (TC) Partner organisations, in particular, a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation. These entities may implement certain action tasks described in Annex 1 of the grant agreement, i.e. seconding and hosting staff.

Member States (MS) are member states of the European Union (EU), including their overseas departments.

Associated Country (AC) means a Third Country which is party to an international agreement with the Union, as identified in Article 7 of Regulation (EU) No 1291/2013.

Non-Associated Third Countries (TC) are countries which are neither MS nor AC. TC listed in the General Annex A to the Work Programme 2018-2020 are automatically eligible for funding.

Coordinator is the Beneficiary which is the central contact point for the Research Executive Agency (REA) and represents the consortium towards REA. The coordinator's responsibilities are elaborated in the Grant Agreement (summarized in Article 41.2(b)).

Secondment period means the period(s) spent by the *staff member* in a host organisation (including travel periods) for the purposes of the action, in line with the provisions of the Grant Agreement. Within RISE, the duration of a secondment is measured in **Person-Month(s)** (**PM**).

International European interest organisation (IEIO) means an international organisation, the majority of whose members are EU Member States or Horizon 2020 Associated Countries, and whose principal objective is to promote scientific and technological cooperation in Europe (see Article 2.1(12) of the Horizon 2020 Rules for Participation (Regulation No 1290/2013)).

European Charter and Code for Researchers: Commission Recommendation of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers, C(2005)576 of 11 March 2005.

SECTION 4 OTHER RIGHTS AND OBLIGATIONS

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[11]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 adequate 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);

[11] Commission Recommendation No 251/2005/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).

- 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.

(k) ensure that the seconded staff members do not have to bear any costs for the implementation of the action as described in Annex 1.

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

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.

ARTICLE 33 — GENDER EQUALITY

33.1 Obligation to aim for gender equality

The beneficiaries must take all measures to promote equal opportunities between men and women in the implementation of the action. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

33.2 Consequences of non-compliance

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

ARTICLE 34 — ETHICS AND RESEARCH INTEGRITY

34.1 Obligation to comply with ethical and research integrity principles

The beneficiaries must carry out the action in compliance with:

(a) ethical principles (including the highest standards of research integrity)

and

(b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States or for activities which destroy human embryos (for example, for obtaining stem cells).

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiaries must ensure that the activities under the action do not:

(a) aim at human cloning for reproductive purposes;

(b) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or

(c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

In addition, the beneficiaries must respect the fundamental principle of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity[12].

This implies compliance with the following fundamental principles:

- **reliability** in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources;

- **honesty** in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way;

- **respect** for colleagues, research participants, society, ecosystems, cultural heritage and the environment;

- **accountability** for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this Code.

This does not change the other obligations under this Agreement or obligations under applicable international, EU or national law, all of which still apply.

34.2 Activities raising ethical issues

Activities raising ethical issues must comply with the '**ethics requirements**' set out as deliverables in Annex 1.

Before the beginning of an activity raising an ethical issue, each beneficiary must have obtained:

(a) any ethics committee opinion required under national law and

(b) any notification or authorisation for activities raising ethical issues required under national and/or European law

needed for implementing the action tasks in question.

[12] European Code of Conduct for Research Integrity of ALLEA (All European Academies) http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics_code-of-conduct_en.pdf

The documents must be kept on file and be submitted upon request by the coordinator to the Agency (see Article 52). If they are not in English, they must be submitted together with an English summary, which shows that the action tasks in question are covered and includes the conclusions of the committee or authority concerned (if available).

34.3 Activities involving human embryos or human embryonic stem cells

Activities involving research on human embryos or human embryonic stem cells may be carried out, in addition to Article 34.1, only if:

- they are set out in Annex 1 or
- the coordinator has obtained explicit approval (in writing) from the Agency (see Article 52).

34.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

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

ARTICLE 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘**conflict of interests**’).

They must formally notify to the Agency without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The Agency may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

35.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

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

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (‘**confidential information**’).

If a beneficiary requests, the Agency may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiaries may disclose confidential information to their personnel, partner organisations or entities with a capital or legal link only if they:

(a) need to know to implement the Agreement and

(b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The Agency may disclose confidential information to its staff, other EU institutions and bodies. It may disclose confidential information to third parties, if:

(a) this is necessary to implement the Agreement or safeguard the EU's financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013[13], the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

(a) the disclosing party agrees to release the other party;

(b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;

(c) the recipient proves that the information was developed without the use of confidential information;

(d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or

(e) the disclosure of the information is required by EU or national law.

36.2 Consequences of non-compliance

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

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

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

ARTICLE 37 — SECURITY-RELATED OBLIGATIONS

37.1 Results with a security recommendation

Not applicable

37.2 Classified information

Not applicable

37.3 Activities involving dual-use goods or dangerous materials and substances

Not applicable

37.4 Consequences of non-compliance

Not applicable

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by beneficiaries

38.1.1 Obligation to promote the action and its results

The beneficiaries must promote the action and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a mainstream media coverage the beneficiaries must inform the Agency (see Article 52).

38.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Agency requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

(a) display the EU emblem and

(b) include the following text:

For communication activities:

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 823952”.

For infrastructure, equipment and major results:

“This *[infrastructure][equipment][insert type of result]* is part of a project that has received funding from

the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 823952".

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Agency.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding Agency and Commission responsibility

Any communication activity related to the action must indicate that it reflects only the author's view and that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the Agency and the Commission

38.2.1 Right to use beneficiaries' materials, documents or information

The Agency and the Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

If the Agency's or the Commission's use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the Agency or the Commission not to use it (see Article 52).

The right to use a beneficiary's materials, documents and information includes:

(a) **use for its own purposes** (in particular, making them available to persons working for the Agency, the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);

(b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);

(c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);

(d) translation;

(e) giving **access in response to individual requests** under Regulation No 1049/2001[15], without the right to reproduce or exploit;

(f) **storage** in paper, electronic or other form;

(g) **archiving**, in line with applicable document-management rules, and

(h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Agency or the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Agency or the Commission will insert the following information:

> "© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Research Executive Agency (REA) and the European Union (EU) under conditions."

38.3 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.

ARTICLE 39 — PROCESSING OF PERSONAL DATA

39.1 Processing of personal data by the Agency and the Commission

Any personal data under the Agreement will be processed by the Agency or the Commission under Regulation No 45/2001[16] and according to the 'notifications of the processing operations' to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

Such data will be processed by the '**data controller**' of the Agency or the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on the Agency and the Commission websites.

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[15] Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

[16] Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

39.2 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must inform the personnel whose personal data are collected and processed by the Agency or the Commission. For this purpose, they must provide them with the privacy statement(s) (see above), before transmitting their data to the Agency or the Commission.

39.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 39.2, the Agency may apply any of the measures described in Chapter 6.

ARTICLE 40 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY

The beneficiaries may not assign any of their claims for payment against the Agency to any third party, except if approved by the Agency on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the Agency has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the Agency.