**RESEARCHER AGREEMENT**

**FOR**

**MARIE SKLODOWSKA-CURIE ACTIONS**

**POSTDOCTORAL FELLOWSHIP /**

**DOCTORAL NETWORK (MSCA)**

**BETWEEN**

**Norges teknisk naturvitenskapelige universitet**

(Hereinafter referred to as NTNU)

And

***(Name)***

(Hereinafter referred to as Researcher)

*This agreement applies to the researcher's MCSA Fellowship and contains special provisions beyond what is regulated in the standard contract of employment from NTNU. This agreement is an appendix to the contract of employment and is to be signed at the same time or before the employment contract. If the fellow is already employed at NTNU by the time of the award of the MSCA grant (applies to MSCA PFs only), this RA must be signed before the start date of the MSCA project. It is to be completed by the EU Adviser in cooperation with the EU Economist, and further processed at HR, where it is to be attached to the standard contract of employment for signing and archiving.*

*Updated: September 2023*

**Preamble**

The Norwegian University of Science and Technology (NTNU) has concluded a contract (Grant Agreement number XXX, Appendix A) with the European Research Executive Agency (REA).

This Researcher Agreement shall be regarded as a complementary agreement to the European Commission (EC) Horizon Europe Grant Agreement for the Marie Skłodowska-Curie Actions Postdoctoral Fellowship / Doctoral Network (hereinafter referred to as MSCA Fellowship) and the Researcher’s Contract of employment with NTNU.

This Researcher Agreement covers the duration of the MSCA Fellowship as per the EC Grant Agreement.

It is a condition of the Researcher’s employment that the MSCA Fellowship is carried out in accordance with the EC Grant Agreement.

This Agreement details the arrangements for the legal and financial administration of a MSCA Fellowship at NTNU. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of the EC as set out in the EC Grant Agreement.

This Agreement shall also be interpreted in accordance with the EC’s principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers.

**§ 1 The Researcher**

The Researcher is a “Marie Skłodowska-Curie Fellow”. They are appointed as a member of staff at NTNU (see Contract of Employment). The Terms and Conditions of the employment are the same as those of other members of staff at NTNU appointed at a similar level.

The duration of the period of the MSCA Fellowship will be:

* **Start date: (Fill in)**
* **End date: (Fill in)**

The Researcher must conduct the MSCA research project according to the EC Grant Agreement for:

* **MSCA Fellowship Project Acronym: (Fill in)**
* **MSCA Fellowship Project Title: (Fill in)**
* **EC Grant Agreement No: (Fill in)**

The location of the MSCA Fellowship will be **NTNU, Campus XXX, Department XXX.**

The Researcher will be supervised during their stay at NTNU by **(Fill in - Title, Name)**, hereinafter referred to as the "Supervisor(s)".

**§ 2** **Key obligations of the Researcher**

The Researcher agrees to fulfill their **tasks and responsibilities conscientiously**.

The Researcher must **work exclusively for the MSCA Fellowship**. This means that they must work full-time on their MSCA research project from the start to the end date of their MSCA Fellowship.

The Researcher may, in agreement with their Supervisor(s) and NTNU, and **only with** prior approval by the REA, implement their project on a part-time basis. A request for part-time work can be explored for personal or family reasons, or to pursue supplementary activities as per the conditions set in the EC Grant Agreement (only include this last element for the PFs. This does not apply to the DNs where request for part-time working can only be for personal or family reasons).

Only include this statement for the MSCA Global Postdoctoral Fellows: The Researcher must carry out their **12-months mandatory return period at NTNU** following their outgoing phase at XX (name of institution, country).

The Researcher is not to receive, for activities carried out in the frame of the MSCA Fellowship, other incomes than those received from NTNU or other entities mentioned in Annex 1 of the EC Grant Agreement.

The Researcher will create a **Personal Career Development Plan** at the time they start their MSCA Fellowship. This Career Development Plan will be created in collaboration with the Supervisor(s) and established in line with the research training activities as defined in the EC Grant Agreement. It will be submitted as **a project deliverable** and will be updated in view of the needs of the Researcher.

If the Researcher is going on a **Secondment and/or a non-academic Placement**, they must have the confirmation from the Head of Department before their departure. NTNU will make a contractual agreement with the hosting entity covering all aspects of the secondment and / or non-academic placement.

The Researcher shall inform NTNU as soon as possible of any events or **circumstances likely to affect the implementation of the MSCA Fellowship** (Article 19, EC Grant Agreement), such as:

* Any modification related to the Agreement and/or the Personal Career Development Plan;
* Any modification relating to the information having served as a basis for the appointment of the MSCA Fellowship;
* Any incident that may affect the implementation of the MSCA Fellowship.

The Researcher agrees to **provide the necessary information and support to their Supervisor(s)** for NTNU to complete and submit the periodic reports to the REA on the due dates in accordance with the EC Grant Agreement (Article 21). Such necessary information may include:

* An explanation of the work carried out;
* The progress towards the objectives of the projects, including Milestones and Deliverables;
* The identification of any problems encountered and corrective actions taken;
* The actions taken to exploit and disseminate the results of the MSCA Fellowship.

This obligation to provide the necessary information to the Supervisor(s) also applies when the Researcher’s contract of employment is terminated.

The Researcher agrees to complete and submit, at the end of their MSCA Fellowship, the REA’s **evaluation questionnaire** and, two years later, the **follow-up questionnaire**.

The Researcher agrees to keep NTNU informed about **contact details for three years** following the end of their MSCA Fellowship.

**§ 3** **Key obligations of NTNU**

NTNU will ensure that the Researcher does not have to bear any costs for the implementation of the MSCA Fellowship as described in Annex 1 of the EC Grant Agreement. NTNU will provide training and the necessary means for implementing the MSCA Fellowship, or ensure that such training and means are provided by the participants identified in the EC Grant Agreement.

Throughout the MSCA Fellowship, the Researcher’s Supervisor(s) agree(s) to provide **adequate supervision and appropriate career guidance** to the Researcher. In so doing, they agree to implement the [MSCA Guidelines on Supervision](https://op.europa.eu/en/publication-detail/-/publication/bb02d56e-9b3c-11eb-b85c-01aa75ed71a1/language-en/format-PDF/source-search).

NTNU will inform the REA of any event which might affect or delay the implementation of the MSCA Fellowship.

**§ 4 Payment**

This Researcher Agreement covers the duration of the MSCA Fellowship as per the EC Grant Agreement. During their MSCA Fellowship, payments will be made according to the Commission Decision of 11 March 2021 authorising the use of lump sum contributions and unit contributions for Marie Skłodowska-Curie actions under the Horizon Europe Programme[[1]](#footnote-1).

The Researcher will be **paid monthly in NOK**. An expected average exchange rate of EUR 1 = NOK XX,XX [Fill in] for the duration of the MSCA fellowship is applied to the calculation of the NOK equivalent of the allowances which are denominated in EUR by the EC.

The Researcher will receive payment based on the Living Allowance, the Mobility Allowance, the Family Allowance (if applicable), paid by the EC to NTNU. The Long-term leave Allowance (if applicable), and the Special Needs Allowance (if applicable) are paid by the EC to NTNU and will be handled by NTNU according to applicable national rules.

All allowances are subject to compulsory **national deductions**. These include personal income taxes, national insurance and pension contributions.

The **Living Allowance** will be used to contribute towards the salary. The Researcher’s salary is based on the Norwegian State’s salary scale for the grade code for the position according to the Contract of Employment. NTNU's total costs towards the salary may be equal to or higher than the MSCA Living Allowance unit cost rate funded by the EC.

In addition to the monthly salary, the Researcher will be paid a monthly **Mobility Allowance**. This allowance covers expenses linked to private mobility-related costs, such as relocation costs, and travel and accommodation costs.

If the Researcher has or acquires family obligations during the MSCA Fellowship duration, they will also be paid a monthly **Family Allowance**. This Family Allowance can only be paid once the REA has been formally notified of, and has approved, the Researcher's eligibility for the Family Allowance.

If the Researcher is eligible for **Long-term leave allowance[[2]](#footnote-2)** funded by the EC during a period of leave, this will contribute to, and be part of the personal remuneration for this period, and will not be paid directly to the researcher.

If the Researcher is eligible for the **Special Needs Allowance** and the request is approved by the REA, this allowance contributes to the additional costs for the acquisition of special needs items and services for a Researcher with disabilities, and will not be paid directly to the researcher.

The detailed calculations are attached as Appendix B to this Agreement.

In summary, the amounts to be paid to the Researcher during their MSCA Fellowship are as follows:[[3]](#footnote-3)

|  |  |
| --- | --- |
| **PAYMENTS** | **EUR/NOK** |
| **Salary[[4]](#footnote-4)** (based on Living Allowance) | see the Contract of employment |
| **Mobility allowance**  Gross *monthly* | Fill in EUR/NOK |
| **Family allowance (if applicable)**  Gross *monthly* | Fill in EUR/NOK |

At the end of the Project [ACRONYM], under which the MSCA Fellowship is funded, the EU project economist will calculate whether a corrective payment is to be made to the Researcher, based on the actual exchange rate used during the MSCA Fellowship (i.e., as outlined according to the exchange rate principles in the EC Grant Agreement). This corrective payment covers any underpayment (calculated in Euro at the official exchange rate to be used for reporting to the EU) for any of the allowances to which the Researcher is entitled.

The Researcher is not entitled to and shall not receive any of the above Allowances should their contract of employment be terminated.

**§ 5 Confidentiality, Intellectual Property and Publications**

In accordance with Article 13 of the EC Grant Agreement, all files, documents, records, and data disclosed to the Researcher during the activity at NTNU and which are related to their employment, and/or which are **marked or identified as confidential**, must be kept in confidence and must not be transferred to any third party, neither in written nor in oral form.

The Researcher must comply with the **IPR section** in the Contract of Employment. The Researcher agrees to observe all national and European laws and regulations on inventions and parts of inventions and rights of use related to works that are protected by copyright and that have been created during or in connection with the activities specified in § 1. **Agreements with third parties** which are related to inventions associated with the employment or technical improvements are subject to prior approval of NTNU. The signature of the Researcher on this Agreement acknowledges that Results generated through the Research training activities under the MSCA Fellowship shall be the property of NTNU.

In accordance with Article 17 of the EC Grant Agreement, the Researcher must ensure **open access to peer-reviewed scientific publications** relating to their results. Additionally, **metadata of deposited data and publications** must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles.

In accordance with Article 17 of the EC Grant Agreement, the Researcher must **acknowledge EU support, and display both the European flag and the funding statement**, in all communication activities, dissemination activities, and any infrastructure, equipment, vehicles, supplies, related to the MSCA Fellowship. This also applies to applications for the protection of results.

Any communication or dissemination activity related to the MSCA Fellowship must indicate the following **disclaimer** (translated into local languages where appropriate): *“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the Research Executive Agency. Neither the European Union nor the granting authority can be held responsible for them.”*

**Dissemination of Results** in any form must display the EU emblem and include the following text: *“This project has received funding from the European Union’s Horizon Europe research and innovation programme under the Marie Skłodowska-Curie grant agreement No XXX”.*

**Applications for protection of Results** must include the following text: *“The project leading to this application has received funding from the European Union’s Horizon Europe research and innovation programme under the Marie Skłodowska-Curie grant agreement No XXX”.*

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

**§ 6** **Access Rights**

The Researcher is granted a non-exclusive and royalty-free access and usage right by NTNU for all relevant data (background and results) which they need for carrying out their activities under their MSCA Fellowship.

NTNU will inform the Researcher as soon as possible on potential restrictions that may have significant impact on any granted rights. Each type of usage right ends directly upon the termination of the contract or of the project associated with the Grant Agreement.

**§ 7 Suspension**

NTNU may suspend this Agreement provided that the EC has accepted a request for a suspension of the MSCA Fellowship or decided to suspend the MSCA Fellowship.

NTNU may suspend implementation of the MSCA Fellowship or any part of it, if exceptional circumstances – in particular force majeure (see Article 35 of the EC Grant Agreement) – make implementation impossible or excessively difficult.

If the Researcher needs to suspend the implementation of the MSCA Fellowship (or any part of it) for professional, personal or family reasons (including parental leave), NTNU may submit a request for suspension to the EC on the part of the Researcher. The Researcher must immediately inform NTNU about the need to request a suspension and the reasons for this need.

NTNU and the Researcher may jointly amend the end date of this Agreement and the end date of contract of employment in accordance with the conditions of suspension of the MSCA Fellowship.

**§ 8 Termination**

NTNU and the Researcher can terminate this Agreement in accordance with the Norwegian Civil Servants Act, LOV-2017-06-16-67.

If the European Commission terminates the EC Grant Agreement with NTNU, NTNU has the right to dismiss the Researcher according to Civil Servants act (LOV-2017-06-16-67).

The Researcher shall automatically resign without notice at the end date of this Researcher Agreement if nothing else is agreed.

**§ 9 Claims / Amendments – Other Provisions**

Modifications, amendments, and side agreements are only effective if agreed in writing.

If individual provisions of this Agreement become invalid, be it in part or completely, or should this Agreement contain a gap, this shall not affect all other provisions or parts of such provisions and their contents. The invalid or missing provisions will then be replaced by relevant legal provisions and laws.

The entire contractual relationship is governed and interpreted by and according to Norwegian law.

The Norwegian Courts shall have non-exclusive jurisdiction to deal with any dispute, which has arisen or may arise out of or in connection with this Agreement.

Each contractual party is provided with a copy of this Agreement.

**APPENDICES**

APPENDIX A – EC Grant Agreement (to be included)

APPENDIX B - Calculation of payments to the Researcherfrom NTNU (to be included)

**SIGNED** on behalf of **Norges teknisk-naturvitenskapelige universitet (NTNU)**

Name: (Fill in)

Position: Head of Department

Signature:

Date:

**SIGNED** by the NTNU Supervisor(s)

Name: (Fill in)

Position: Supervisor

Signature:

Date:

**SIGNED** by the Researcher

Name: (Fill in)

Position: Researcher (Marie Skłodowska-Curie Fellow)

Signature:

Date:

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***Accounting details (only for HR - NTNU):***

*For HR portal, please be aware that the salary and mobility allowance are applicable for the entire duration of the MSCA fellowship, however, the three remaining allowances may be applicable for a shorter period of time.*

Grade code for the position: *Fill in*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Payments*** | ***K-sted*** | ***Project-number*** | ***Period (from-to)*** | **Gross *monthly*** |
| **Salary**4*(based on Living Allowance adjusted to Norwegian salary levels)* | *Fill in* | *Fill in* | *Fill in* | See the Contract of Employment for information. |
| **Mobility allowance** | *Fill in* | *Fill in* | *Fill in* | *Fill in (NOK)* |
| **Family allowance**  *If applicable* | *Fill in* | *Fill in* | *Fill in* | *Fill in (NOK)* |

*None of these allowances are applicable after the end or termination of the MSCA fellowship, i.e. the period covered by this researcher agreement and funded by the EU.*

*All figures will be entered into this table from the EU-economist.*

At the end of the Project [ACRONYM] under which the MSCA Fellowship is funded, the EU project economist will calculate whether a corrective payment is to be made to the Researcher, based on the actual exchange rate during the MSCA Fellowship (i.e., as outlined according to the exchange rate principles in the EC Grant Agreement). This corrective payment covers any underpayment (calculated in Euro at the official exchange rate to be used for reporting to the EU) for any of the allowances to which the Researcher is entitled.

4 *The salary may be equal to or higher than what will be covered by the MSCA Living Allowance unit cost rate funded by the EU, due to the relevant collective wage agreement.*

1. ec.europa.eu/research/participants/data/ref/h2020/other/legal/**unit**\_**costs**/**unit**-**costs**\_**msca**\_en.pdf [↑](#footnote-ref-1)
2. The **long-term leave allowance** contributes to the personnel costs incurred by the beneficiaries in case of the researchers’ leave, including maternity, paternity, parental, sick or special leave, longer than 30 consecutive days [↑](#footnote-ref-2)
3. These amounts do not include the employer's social security contributions, which are deductible from the respective allowance unit contributions funded by the EU. Thus, they are not directly comparable to the EU contribution rates. [↑](#footnote-ref-3)
4. The salary may be equal to or higher than what will be covered by the MSCA Living Allowance unit cost rate funded by the EU, due to the relevant collective wage agreement. [↑](#footnote-ref-4)