

Agreement

Between
the employer :

on the one side, and

the employee:

on the other hand

have agreed to a research employment contract having the following clauses:

1. Starting date

2. End of agreement

3. Working place

4. Activities

The employee will be employed as <ESR / ER> in the frame of the *Marie Curie Research Training Network* EVAN. She/He will be working on _____

A detailed working plan is annexed to this agreement. The scientists in charge of supervising these activities are <local SIC> and <representative local SIC>

The employee is expected to participate in various training activities as fixed by the employer. The employee is rarely required to work overtime.

5. Working time

The normal working time is <local normal working time> hours per week, distributed over 5 days.

6. Salary

• **Monthly Living Allowance:** € <(Living Allowance * Corr.Factor Country) / 12 (or 14) > minus employer's contribution paid monthly, subject to National Insurance and Income Tax deduction in accordance with <Country> National Insurance and Inland Revenue Tax Laws. (gross-gross-amount is needed)

• **Mobility Allowance:** € <800 or 500 * Corr. Factor Country> paid monthly, subject to National Insurance and Income Tax deduction.

• **Travel Allowance:** € <depending on distance> paid once on commencement of employment and yearly thereafter, subject to National Insurance and Income Tax deduction.

• **Career Exploration Allowance:** € 2.000,- paid once during a fellowship of at least one-year duration, subject to National Insurance and Income Tax deduction.

• **Participation expenses up to €400,-- per month** is paid, according to real costs of training, networking and transfer of knowledge activities of the fellow. This money is administrated by the host institution. The actual fees for travels which have been agreed to by the employer will be reimbursed.

The amounts will be paid directly to the <Country> bank account of the employee on the last day of each month. Partners outside the Euro area have to declare a) if the fellow is paid in Euro or in local currency, and b) which exchange rate is used (rate at beginning of the project or rate at the end of reporting period).

7. Social security coverage

The employee is insured according to <Country> national laws.

8. Illness

If the employee is unable to work for illness, accident or other important reasons, he has to inform the employer immediately. If the illness or accident lasts longer than 3 days, a medical certificate has to be provided.

9. Special Clauses

According to the EU contract MRTN-CT-2005-019564 (EVAN) Marie Curie Research Training Networks:

- The employee must devote himself full-time to her/his researcher *human resources and mobility activities* unless there are duly justified reasons connected to personal or family circumstances.
- The employee is not allowed to receive, for her/his researcher *human resources and mobility activities*, other incomes than those mentioned above.
- The employee shall inform the employer as soon as possible of circumstances likely to have an effect on the performance of the contract or the agreement, such as:
 - any significant modification relating to her/his Personal Career Development Plan
 - a pregnancy or a sickness that may directly have an effect on the implementation of the agreement
- The employee commits her-/himself to complete, sign and transmit to the employer the evaluation and follow-up questionnaires which she/he will receive in the end of his stay and 2 years afterwards.
- The employee will inform the employer until December 31st, 2012 of any change in her/his personal contact details.
- The employee will acknowledge the support of the *Community* under a *Marie Curie Research Training Network* in any related publication or other media.

10. Non-Disclosure

The employee has to sign separate specific non-disclosure agreements with companies and institutes she/he will be working at for most of his stay.

11. Annexes

The enclosed *Working Plan*, the *Personal Career Development Plan* and the *EU Contract MRTNCT-2005-019564 (EVAN), Annex I, II, III, Accession Form and Consortium Agreement* are part of this agreement.

12. Applicable law

Any disputes arising hereunder will be settled before a competent <Country> court of law.

13. Annual Leave

The employee is entitled to <number of local leave days> days paid leave per annum.

14. **Arrangements** between the contractor and the researcher during and after the employment relating to intellectual property rights, in particular the access to pre-existing know-how, the use of knowledge, publicity and confidentiality (please specify for your institution).

<Town>, <Date>

The employer

The employee
