**[Option Attachment 3: Secondment Agreement]**

*INSTRUCTIONS FOR THE SECONDMENT AGREEMENT*

*Please delete these instructions when saving the template to PDF and before signing the document.*

*Note: Each Seconding and Hosting entity is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners’) Results and Background. This template provides a possible basic structure of an agreement your organisation may wish to conclude with the partner hosting a seconded MSCA Researcher, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. If you have any specific concerns, please refer to the Grant Agreement, the Consortium Agreement or contact the Coordinator for advice. The Hosting entity may also wish to supplement this agreement with a separate bilateral agreement with the MSCA Researcher.*

*Text highlighted in yellow is either to be filled in by the partners, or reformulated according to specific needs.*

This agreement is made between:

[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name], the

Seconding Entity established in [YOUR INSTITUTION LEGAL ADDRESS] and [HOSTING ENTITY NAME], hereinafter indicated as [INSTITUTION short name], the Hosting Entity established in [HOSTINGENTITY’S LEGAL ADDRESS]

**Definitions:**

**MSCA Researcher**: is for MSCA Doctoral Networks (DN) defined as «Doctoral Candidate», for MSCA Postdoctoral Fellowship (PF) defined as “Postdoctoral/Researcher fellow”.

**Secondment:** means a period during which a MSCA Researcher is hosted by an entity (Hosting Entity) other than his/her employing institution (Seconding Entity).

**Secondment Plan**: The detailed plan of activities to be carried by the MSCA Researcher in the Hosting institution. Such a Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan (Attachment no. x to the Researcher Agreement)

The Seconding Entity agrees to the placement of [INSERT NAME OF MSCA Researcher} (the ‘MSCA RESEARCHER’) with (INSERT HOSTING Entity Short Nameas a seconded MSCA Researcher within the framework of the ‘[ACRONYM]’ Marie Skłodowska-Curie Action Grant Agreement [INSERT NUMBER], [INSERT FULL PROJECT TITLE], [INSERT PROJECT ACRONYM], for (Fill in relevant percentage)% of the working time spent on the action on the following conditions:

**1. Period of agreement:** INSERT START DATE - END DATE

**2. Services**

During the period of the secondment the MSCA Researcher will undertake the role of (XXX - to be defined by Hosting Entity) and perform the tasks as outlined in the attached Secondment Plan.

This role is based at the Hosting Entity in

(INSERT institution/city/country) and the MSCA Researcher will reside in that country.

The Hosting Entity will provide the facilities necessary for the MSCA Researcher to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

**3. Financial arrangements**

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*Note: Recommended option – keep in mind that financial arrangements between Seconding and Hosting entity could be included in further detail below.*

*Text highlighted in yellow is either to be filled in by the partners, or reformulated according to specific needs.*

The Hosting Entity will not require the payment of any fees by the MSCA Researcher.

The Hosting Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.

In no event shall the Hosting Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the MSCA Researcher.

The MSCA Researcher will not receive any other incomes than those received from the - [Seconding entity SHORT NAME] - for the activities carried out in the framework of this agreement.

**4. Terms and Conditions**

The MSCA Researcher shall at all times remain subject to the terms and conditions under his/her contract with the Seconding Entity. The MSCA Researcher will be maintained on the payroll of the Seconding Entity and the Seconding Entity shall retain all rights and responsibilities in relation to its appointment of the MSCA Researcher. Any current pension arrangements of the MSCA Researcher will remain unchanged.

This Agreement shall be governed by the Hosting Entity country’s law and the MSCA Researcher’s and Hosting Entity consent to the exclusive jurisdiction of the Courts of the Hosting Entity country in respect of this Agreement.

The Seconding Entity and the Hosting Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The secondment is subject to the MSCA Researcher being and remaining eligible to be appointed in the seconding country and is subject to the MSCA Researcher obtaining a valid visa entitling them to work in the Hosting Entity country and compliance with the Hosting Entity country’s immigration rules.

While the Hosting Entity is supporting this secondment, the MSCA Researcher shall be followed up by the Hosting Entity and shall undertake to comply with the working practices of, and take instructions from the Hosting Entity.

The MSCA Researcher must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Hosting Entity agrees to provide the MSCA Researcher with annual leave, pro rata to the full time entitlement of annual leave, as per the Seconding entity’s terms of conditions of employment. The MSCA Researcher will also receive a pro rata entitlement to Seconding Entity country’s Public holidays during the placement period.

The Hosting Entity will ensure that the MSCA Researcher enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the MSCA Researcher as required by law.

The Seconding Entity shall not be liable to the Hosting Entity in respect of any loss or damage arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the MSCA Researcher’s appointment at the Hosting Entity prior to the expiry date.

The Hosting Entity shall indemnify the Seconding Entity against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the Seconding Entity in settling, contesting or dealing for the same) resulting from any breach by the Hosting Entity of its obligations under this Agreement.

The Seconding Entity shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Hosting Entity’s failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Hosting Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the MSCA Researcher and other persons who may also be affected.

The Seconding Entity shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the MSCA Researcher’s failure to fully meet his/her responsibilities under the relevant national laws and/or regulations applying to the Seconding Entity.

**5. Intellectual Property**

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*Note: If you wish to provide access rights to projectResults or your organisation’s Background to the Hosting Entity within the context of this agreement, you must amend the statements in the first two articles below. The Results or Background must be solely owned by your organisation in order for you to grant access or ownership, and by granting access or ownership to the Hosting Entity you must ensure that the access rights of the other project beneficiaries are maintained.*

*The default statements below mean that any Result generated by the MSCA Researcher remains the property of the beneficiary, but this could be changed to:*

*1) Giving ownership to the Partner organisation*

*2) Sharing ownership between both organisations*

*3) Giving licensing rights to the Partner organisation*

*4) Giving part ownership to the MSCA Researcher (if this is your normal practice)*

*You may wish to enter into a separate, specific ownership/joint ownership agreement concerning particular intellectual property, or include details of the arrangements in the Secondment Plan. In any case, the Grant Agreement and Consortium Agreement must be respected – please ask the coordinator for advice if necessary.*

Any results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the Seconding Entity.

Nothing in this agreement shall be so construed or interpreted in any way as to confer ownership or any access rights on the Hosting Entity with regards to the results and information generated under the [ACRONYM] Project or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the [ACRONYM] Project.

The MSCA Researcher has the same rights and will comply with the same obligations as the Seconding Entity with regards to the [ACRONYM] Grant Agreement Article 16 — IPR — Background and results — Access rights and rights of use.

In the case that Hosting Entity wishes to protect the confidentiality of any data, documents or other material made available to the MSCA Researcher within the context of this agreement, the Hosting Entity will enter into a separate Non Disclosure Agreement (NDA) with the MSCA Researcher. In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the MSCA Researcher, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the MSCA Researcher enjoys access rights to results and information generated within the [ACRONYM] Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the MSCA Researcher will ensure that the rights of the respective owner(s) are upheld in accordance with the [ACRONYM] Grant Agreement/and the [ACRONYM] Consortium Agreement/. For the avoidance of doubt, in the absence of a written agreement between the Hosting Entity and the respective owner(s) granting access rights, the MSCA Researcher will treat all such information, results, copyrights, data, documents, materials or IPR as ‘confidential information’ in accordance with the terms of the [ACRONYM] Grant Agreement Article 16.

The MSCA Researcher shall inform the Seconding and the Hosting Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The MSCA Researcher shall inform the Seconding institution as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the [ACRONYM] Grant Agreement /or the [ACRONYM] Consortium Agreement.

**6. Additional Remarks**

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the [ACRONYM] Grant Agreement.

Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the MSCA Researcher at the Seconding Entity.

Any proposed changes to the period and/or terms of this agreement shall be discussed and agreed in writing by the responsible authority of the Seconding and Hosting Entity prior to initiation or amendment.

**7. Termination**

This Agreement shall be terminated if the MSCA Researcher’s appointment by the Seconding Entity is terminated for whatever reason.

Either the Seconding or the Hosting Entity may terminate this agreement before the end of the period with three months´ notice in writing to the other party.

**8. Signatures**

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Hosting Entity, the third being kept by the MSCA Researcher.

For and on behalf of the INSERT NAME AND ADDRESS OF SECONDING ENTITY

Signed…………………………………. Date:

NAME

Head of *department/unit*

For and on behalf of the INSERT NAME AND ADDRESS OF HOSTING ENTITY

Signed…………………………………. Date:

NAME

Head of *department/unit*

Read and agreed:

Signed…………………………………. Date:

NAME

MSCA Researcher