[](http://www.google.no/url?sa=i&rct=j&q=&esrc=s&frm=1&source=images&cd=&cad=rja&uact=8&ved=0CAcQjRxqFQoTCK2ZkZPH_ccCFcxbLAodtGIELQ&url=http://www.urban-nexus.eu/&psig=AFQjCNEveL-ZWwP_Yb7kUcjt0ux5BSnNPg&ust=1442561674248028)

DT42

**Universitetet i Oslo**,

represented by

***[Name and address of employing department/unit]***,

and

***[Name of MSCA-researcher]***

born on ***[DD.MM.YYYY*]**

enter into the following

**Researcher Agreement**

***Marie Skłodowska-Curie Actions***

***Doctoral Networks & Postdoctoral Fellowships***

**§ 1**

Pursuant to the Employment Contract with Universitetet i Oslo*,*

hereinafter referred to as UiO,

***[Name]***

will be employed as

**MSCA Researcher[[1]](#footnote-1)**

at ***[Name of employing department/unit]***, UiO,

from ***[Date]*** to ***[Date]***

This employment is based on and financed by the Marie Skłodowska-Curie Actions (MSCA) – within the Horizon Europe Framework Programme for Research and Innovation (2021-2027) as well as the general framework of the Grant Agreement between the European Union, represented by the European Research Executive Agency, and UiO.

The MSCA Researcher has the following tasks: Execution of the research project according to **Grant Agreement** ***[number, acronym and title of project]*** entered into between the European Research Executive Agency and UiO, hereinafter referred to as Grant Agreement (GA).

The GA, consisting of Annex I – Description of the Action – and any amendments are an integral part of this contract.

**§ 2**

**Obligation of the MSCA researcher**

The MSCA Researcher agrees to fulfill her/his duties and service duties conscientiously.

The MSCA Researcher will create a career development plan in collaboration with the host institution’s scientist in charge referred to in Annex I (GA). ***[Title/name of scientist in charge]*** is responsible for supervising all of the activities of the MSCA Researcher that are related to the Marie Skłodowska-Curie Action.

For the duration of this contract, the MSCA Researcher agrees to exclusively dedicate her/his time to the project mentioned in § 1 and to refrain from entering into any other non-gratuitous activities. Exceptions to that are only permitted if previously approved in writing by the host institution’s scientist in charge, as well as approval from the European Research Executive Agency.

The MSCA Researcher agrees to provide all information associated with the project to the scientist in charge in written form in due time and pursuant to the GA (obligation to report). In particular, this applies when the employment status at Universitetet i Oslo is terminated.

Additionally, the MSCA Researcher agrees, pursuant to the GA, Annex 5, Article 18, to complete and submit all required evaluation questionnaires provided by the European Research Executive Agency. Beyond that, the MSCA Researcher agrees to inform the host institution on her/his contact details for at least three years after termination of the project to allow the host institution to contact her/him at any time.

**§ 3**

**Payment**

The MSCA Researcher will be employed and receive according payment as an ordinary salary from UiO based on the general conditions stated in the Employment Contract. The salary includes monthly allowances provided by the European Research Executive Agency as specified in the GA, comprising of Living Allowance and Mobility Allowance. The Living Allowance is adjusted by the country coefficient prescribed by the European Research Executive Agency at the time the GA was concluded.

If the MSCA Researcher before or during the MSCA project can document a legal relationship (marriage or equivalent) or dependent children, she/he is entitled to a Family Allowance as specified in the GA. In such a case, a Supplement Agreement between the MSCA Researcher and UiO will be signed. UiO will pay the Family Allowance as a taxable, separate monthly amount in addition to the monthly salary.

National statutory deductions for taxation and social security will be made from the gross amount of all allowances. The Salary Assessment Chart provides a detailed breakdown of the EU contribution and UiO costs (attachment 1 to this agreement).

In case of any outstanding balance in favor of the MSCA Researcher at the termination of the project, UiO will undertake a corrective payment to compensate for the difference, ensuring that all monthly allowances after statutory deductions have been paid to the MSCA Researcher.

**§ 4**

**Confidentiality, Intellectual Property Rights and Publications**

All files, documents, records and data disclosed to the MSCA Researcher during the activity at UiOand which are related to her/his 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 MSCA Researcher must comply with the IPR section in the Employment Contract. The MSCA 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 related to inventions or technical improvements are subject to a prior approval of UiO. The rights of use related to work specified in §§ 1 and 2 that are protected by copyright are entitled to UiO. This applies in any case as far as UiOneeds these obligations to be able to satisfy its rights associated with the GA.

The MSCA Researcher must follow the principles of Open Science and Open Access according to Art. 17 of the GA and the IPR-policy of UiO.

In all publications related to the project the MSCA Researcher is obliged to always identify that her/his work has been carried out with the support of the European Union (further details in GA Art 17).

**§ 5**

**Access Rights**

The MSCA Researcher is granted a non-exclusive and royalty-free access and usage right by the ***[Acronym of Institution]*** for all relevant data which she/he needs for carrying out her/his activities as defined in §§ 1 and 2. The ***[Acronym of Institution]*** will inform the MSCA Researcher as soon as possible on potential restrictions that may have significant impact on any granted rights. Any access or usage right granted by (Acronym of Institution) ends upon termination of the employment contract or the GA.

**§ 6**

**Claims / Amendments – Other Provisions**

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

If individual provisions of this contract, including this provision itself, should become invalid, be it in part or completely, or should this contract contain a gap, no other provisions or parts of such provisions and their contents will be affected by that. 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. Each contractual party is provided with a copy of this contract.

Place Place

Date Date

**Signature** **Signature**

***[Name]******[Name]***

Head of employing department/unit MSCA Researcher

***Attachments:***

*1. Salary Assessment Chart*

*2. Career Development Plan - Template*

*3. Secondment Agreement – Template*

1. MSCA Researcher is for MSCA Doctoral Networks (DN) defined as «Doctoral Candidate», for MSCA Postdoctoral Fellowship (PF) defined as “Postdoctoral/Researcher fellow” [↑](#footnote-ref-1)