



FUSION Research and Innovation: Technology Development Programme

Rules for Participation 2016

Version 1.0



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1 Introduction

FUSION is a national funding programme that supports Research and Innovation with the ultimate goal of promoting and supporting local R&I as well as providing the necessary support for researchers and technologists to turn their innovative ideas into a market ready reality. FUSION is supported through Malta Government funds and is managed by the Malta Council for Science and Technology.

The main objectives of FUSION are: to raise the level and profile of locally funded research; to ingrain research and innovation at the heart of the Maltese economy; to spur knowledge-driven and value-added growth and; to sustain improvements in the quality of life. These can be achieved since research results and innovation have the potential of translating themselves into commercial activities which generate a multiplier effect on the economy at large by increasing Malta's competitiveness through the creation of additional high-value and knowledge intensive employment in Malta's priority industries.

FUSION is composed of two main programmes, the Commercialisation Voucher Programme and the Technology Development Programme. These two programmes are designed in a way to offer the necessary mentoring and financial support for researchers and technologists to take their ideas to the market.

2 The Technology Development Programme

The Technology Development Programme is a National funding programme which supports the actual development of innovative projects proposed by public entities and industry players.

It builds on the scientific opinion evaluation and the outcomes of the three stages covered by the Commercialisation Voucher Programme wherein beneficiaries undertake an IP Check, Market Research, Product Development Costing, Economic Impact and Risk Profile study. These ensure that the proposed undertaking has undergone the necessary preparatory phase to ensure market potential.

2.1 Programme Scope and Focus

The Programme provides financial support for research, development and innovation preferably within the SMART Specialisation Areas identified in Malta's National Research and Innovation Strategy 2020. The focus is on innovative research, knowledge transfer and

establishing collaborations between (1) Public Entities and (2) Industry with the intention of commercialising the technology developed.

The Technology Development Programme follows on the priority given by the Commercialisation Voucher Programme to project proposals which were in line with the priority areas as outlined in the National Research and Innovation Strategy 2020. Other proposals would only be considered for funding in the case of insufficient take-up or eligible applications within the SMART Specialisation areas. The highest scoring proposals from amongst all the applications will be selected for funding.

The identified priority areas are the following:

ICT as an Enabler	ICT as an enabling technology for all economic sectors and disciplines through its role as a tool for technological change.
ICT Based Innovation	ICT plays an important role in R&D and innovation in all sectors by facilitating the development of new goods, processes and services to modernise the economy and transform it to a knowledge-based one.
Tourism Product Development	Tourism is a key pillar of economic activity in Malta. The sector is well established and mature and there is a good degree of collaboration among operators. The sector is not R&D intensive but must innovate in order to remain attractive and competitive. Consultations yielded several avenues for innovation activity, however innovation in tourism product development was repeatedly highlighted as a key niche where Malta has potential for growth through innovation. In addition to linkages with other specialisation areas such as ICT and health, this specialisation area should involve extensive collaboration with the creative industries.
Maritime Services	This is a mature economic sector in which Malta has a historic legacy and world-level profile. The sector has diversified over time to provide a wide range of services to the maritime sector, but the variety of services remain fragmented. There is therefore scope for improved clustering of maritime services in order to provide more integrated, new and improved services. Malta's drive towards becoming



a maritime hub should include a drive to foster innovation in maritime engineering, ICT, design and services.

Aviation and Aerospace

This is a relatively new economic sector which has grown rapidly, attracted several foreign investors, and has diversified to include a number of niches such as maintenance, repair and overhaul and aircraft registration among others. Malta has also built a strong portfolio in avionics research, a relatively high critical mass of human resources as well as numerous established international R&D links in the area. There is scope for further investment to raise the level of achievement to the next level by venturing into the high value-added engineering market in order to move up the value chain in specific niches within the aerospace sector.

Health

Various data sources (such as public R&D expenditure, participation in the European Cooperation in Science and Technology – COST, and publications) indicate that ‘health and medical research’ is a significant component of Malta’s R&D investment. However, there appears to be significant fragmentation within it and there is scope for further exploration of innovation potential in this area. Within this context and in line with this Strategy’s approach to cultivate a multidisciplinary approach, innovative e-health solutions as well as solutions for active and healthy ageing will be given particular consideration because both of these focus areas benefit from the integration of medical sciences with other areas where Malta has a strong knowledge base; such as ICT, social sciences and engineering. Both have a clear economic objective and the potential for a strong economic impact.

Resource-Efficient Buildings

The construction sector in Malta accounts for 4% of GVA and 5.4% in terms of employment (2012 data) however these figures have been decreasing over the past years. There is scope for exploring innovative solutions in the sector which address water scarcity and energy (dependence on fossil fuels, take up of renewable energy sources, etc.), both of which remain two of Malta’s major economic challenges. Innovation in resource efficient buildings would transform



the sector by increasing value-added, increasing green jobs and growth while at the same time addressing a societal challenge which is in itself a business opportunity. This specialisation area will focus on solutions for improved resource efficiency in new and existing buildings through, inter alia, demonstration projects and optimisation. The importance of innovation in this area stems from legal obligations which Malta has in this field, coupled with the fact that solutions developed abroad may not be easily transposed locally due to climatic variances and differences in building materials, among others. This specialisation area should involve extensive collaboration among architectural design, engineering, materials science and energy technology among others

High Value-Added Manufacturing

In spite of shifts towards the services sector, the manufacturing sector is still strong and should therefore be sustained through a greater focus on innovation niches within this sector. To this end, two focus areas for innovation are process innovation (through optimisation of resource use, energy efficiency, automation etc.) and innovation in product design (product development, prototyping, etc).

Aquaculture

Malta's aquaculture industry has developed to its present status over a period of around twenty years. R&D is carried out both within the public and the private sector. Malta has developed a good degree of know-how in this sector and has participated in a number of EU funded R&D projects. There is a good degree of collaboration between the public and private sector, however there is scope for exploring further consolidation of existing strengths by focusing on areas of common interest among different players. Infrastructural investments in the area include plans for a local hatchery. Maltese aquaculture can therefore capitalise on these strengths and differentiate itself as a leading innovator in aquaculture.



2.2 Contacts

For general enquiries kindly contact:

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R&I Programmes Executive
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For escalated enquiries kindly contact:

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3 Definitions

Research as defined under this Programme is the systematic investigation, work or research carried out in any field of science or technology through experiment, theoretical work or analysis undertaken in order to acquire new knowledge, primarily directed towards a specific practical aim or objective. Furthermore, the importance of the formation of consortia between public and private entities is stressed as the knowledge transfer achieved in both directions within a consortium, is crucial to concretising research to deliver solutions to challenges faced not only within science, but within economic growth and competitive impact. The relationship between public and private entities truly ensures that the research is translational, and leverages on the strengths of each of the partners. Such translational research will ensure a more promising opportunity for eventual commercialisation of the research being funded.

Innovation is defined as the internationally novel scientific/technological development of a technological process, product or service. Also, the definition of innovation within the same context, can also be applied to non-novel, yet step-change/ground-breaking enhancement of existing technological processes, products or services, or even the application of existing knowledge to new novel applications of these solutions to deliver step-change competitiveness through such an application.



Knowledge Transfer is defined as the transfer of technology or know-how between public entities, and the commercial sector for development into useful products and services. This should result in licensing or marketing agreements, spin-offs, co-development arrangements, training or the exchange of personnel.

Consortium means a group of two or more Maltese Partners. At least one of these Partners must fall within the definition of Public Entity and at least one of these Partners shall be an Industrial Entity as defined in this Section. One of the partners would be the Lead Partner. Foreign Partners can appear within the consortium, over and above the minimum requirements set out in this definition.

Industry (Industrial Entity) is defined as a legal entity, including but not limited to, a privately owned company or commercial enterprise the objects and activities of which include the output of a specified product and service. In addition to research and innovation contributions and knowledge transfer, the entity may contribute to the consortium by developing, testing, commercialising or using such a product or service.

Provided that a registered NGO, or a Professional Body are as defined in this Section, then they are also considered as forming part of this definition.

Maltese Legal Entity means any entity created under the law of Malta which has legal personality and which may, acting under its own name, exercise rights and be subject to obligations.

Maltese Private Body means any Maltese Legal Entity which has more than 50% private shareholding.

Public Entity means any Maltese Public Service Department or Maltese Public Sector Entity, or any Maltese Legal Entity which has more than 50% government shareholding.

Public Entities also include foundations, local councils and public academic entities. In the case of public academic entities, this includes but is not limited to a higher education entity or a research institute, whether as a whole body or as a component unit or department within such body, This, provided that the higher education entity must be in possession of a license for Higher Education according to Article 8(3) of the Act of Education, Chapter 327 of the Laws of Malta. This does not include the license for a tuition centre.

Public Service refers to all Ministries and Departments; and (ii) Public Sector Entities refers to authorities, corporations, agencies and commercial public sector entities in which the Government has a majority shareholding and that are not listed on the stock exchange.

NGO means any Voluntary or Non-Governmental Organisation set up in accordance with The Voluntary Organisations Act (Cap. 492 of the Laws of Malta).



Professional Body may be an organisation, an association, a chamber, society, institute or a group of professional persons not being enrolled or registered in terms of The Voluntary Organisations Act (Cap. 492 of the Laws of Malta) or not being otherwise recognised in terms of Law, and which is generally recognised and acknowledged by the professional persons it seeks to represent as their representative Body. For the purposes of this Definition, a professional person is one who has undergone a period of study at a university or a recognised institution of higher learning and has obtained the formal qualification entitling the person to practice the respective profession; and who provides a specialised service to the public, based primarily on a fiduciary relationship between himself and the party to whom he provides such service on his own personal credibility and responsibility

Partner means any Maltese Legal Entity, as described above that forms part of a Consortium for the purposes of applying for funding under this Programme.

Lead Partner means the Consortium Partner identified as being the partner responsible to ensure the correct execution of the R&I Project Grant Agreement and will have joint and several liability together with other Project Partners for all the obligations arising from the Grant Agreement. The Project Coordinator shall be an employee of the Lead Partner.

Project Coordinator is the individual with experience in research project management who will assume the responsibilities defined within this document. The Project Coordinator shall be an employee of the Lead Partner of the Consortium carrying out the R&I project.

Intellectual Property (IP) means statutory and other proprietary rights and includes patents, trademarks, designs, and confidential information/trade secrets, copyright.

IP Agreement means an agreement which must be entered into between all Partners within a Consortium and which lays down all the terms and conditions of any IP rights in relation to the Project.

Commercialisation Voucher Programme is the Programme managed by the Malta Council for Science and Technology which provides beneficiaries with financing to assess the potential for development and commercialisation of innovative ideas (IP Check, Market Research, Product Development Costing, Risk Profile and Economic Impact Assessment).

Service Providers are the consultants who responded to the Council's Call for Applications to provide the Beneficiaries with a list of activities funded through this Programme.

Evaluators are the consultants who responded to the Council's Call for Applications to provide evaluation services for submissions made through this Programme.



Activities are the tasks which were undertaken and where applicable funded through the Commercialisation Voucher Programme.

Due Diligence is an investigation of a business or person prior to signing the Grant Agreement.

4 Eligibility Criteria and Applications

This section provides details as to the criteria which must be checked in order to assess the consortium's eligibility to apply and the application's fit with this Programme.

4.1 Eligibility for Participation

Any applicants that at the time of proposal submission will have been deemed by the Council to be non-compliant with the terms and conditions of any previous or then current Grant Agreement including but not limited to applicants who at the time of proposal submission are the beneficiaries of another Commercialisation Voucher project or Technology Development project that is out of the Grant Agreement timelines, shall automatically be disqualified from participation in this Call.

The following parties are eligible to apply:

1. Anyone who, by noon on the 25th of April 2016, would have completed all 3 Stages of the Commercialisation Voucher Programme.
2. Anyone who, by the 28th of March 2016, submits the independently conducted Technical Reports listed below, on their proposed project idea, as per activity guidelines provided:
 - IP Check Report
 - Market Research Report
 - Product development Report
 - Risk Profile Report
 - Economic Impact Report.

With reference to point 2, all Technical Reports will be evaluated by the Council's external evaluators and are required to adhere to the following conditions. Failure to do so will render any submission under the Technology Development Programme ineligible.



- All reports must pass at the first round. (No amendments will be possible)
- The reports receive an aggregate score of ≥ 350 of a possible 500 points.

Please note that the council requires a minimum of 2 weeks to evaluate all technical reports. This should be taken into account when preparing your Technology Development Application.

The Council shall then evaluate the application for the Technology Development Programme in accordance with the criteria laid down in this document.

Programme funding for successful project submissions will be on the basis of a periodic cash advance, and will be regulated through a grant agreement establishing the terms and conditions governing the financing of the project.

Funding under this Programme is made available on the basis that any Partner does not benefit from any other grant or financial incentive in respect of the expenses related to execution of the project.

Subsequently, a minimum of 65 marks must be achieved through the Technology Development evaluation in order to be eligible for the grant. The top scoring proposals across the entire evaluation process are selected for funding following independent scientific evaluation further endorsed by a TDP Evaluation Committee. The decision of the Council on selection of projects is final and binding.

Any Maltese Legal Entity, Maltese Public Entity, and Maltese Private Body as described in Section 3 may be a Partner in a project and will be eligible for funding subject to the terms and conditions laid out in this document.

Foreign entities are eligible to participate in a project, but are not eligible for funding under this Programme.

Professional Bodies and NGOs are eligible to participate in a project, but will only be eligible for funding under this Programme in respect of a research and innovation activity.

5 Consortium

A project application shall be submitted by a Consortium consisting of two or more Partners as follows:

- ✓ At least one Partner shall be a Public Entity as per definitions in section 3
- ✓ At least one Partner shall be coming from Industry (Industrial Partner) as per definitions in section 3

At least one Partner from each of the two categories above must have a significant role in the project, and this balance must be reflected in the allocation of tasks and funding.

One of the Partners should be designated as the Lead Partner and will be responsible for the application for the R&I project, the appointment of a project coordinator and the correct execution of the project.

At least one Industrial Entity should be a Maltese Partner. At least one Public Entity should be a Maltese Partner.

Any person may only be involved with one project partner (Refer to section 5.4).

5.1 Project Coordinator

The project proposal must be submitted by the lead partner on behalf of the Consortium, with prior endorsement and signature of application by the legal representative of each Partner. Should the endorsement be absent, a delegated authority should be sought and achieved. The role of Project Coordinator shall be performed by a physical person who is an employee of the Lead Partner. Legal entities other than physical persons, as well as foreign entities are not eligible to perform this role.

The Project Coordinator has overall responsibility for the project, and shall have the following responsibilities:

- ✓ To coordinate the timely development of the project, including establishing and managing project activities, timeframes and financial estimates;
- ✓ To coordinate the timely activities of the individual project Partners on an ongoing basis, and to ensure that they fulfil their obligations in terms of the Contractual Agreement;
- ✓ To compile all reports including Technical and Financial Reports including submissions by all project Partners in a timely fashion;
- ✓ To act as the main point of contact between the Council and the project Partners;



5.2 Lead Partner

The Lead Partner is responsible to ensure that the Project Coordinator complies with all obligations assigned within the contract governing this grant, including being responsible for the timely submission of reports and effective execution of the project.

5.3 Conflict with Fundamental Aim of Programme

The participation of individuals in a Consortium must not be of such nature as to create conflicts with the fundamentals of knowledge transfer and commercialisation, which are the foremost aims of the Technology Development Programme.

Accordingly, no person involved in any manner, with one Partner, may be involved, in any manner with another Partner within the same Consortium. For the purposes of this paragraph, a “person involved in any manner with a Partner” shall mean, but is not limited to: an officer, employee, manager, head of department, executive director, company secretary or shareholder of a Partner as well as a spouse, life partner or family member of any person so involved with a Partner.

Partners in the same Consortium cannot be involved in any commercial transaction with another Partner in the same Consortium, or any other entity with shared shareholding, or any other entity within the same group of companies as the Partner, on any matter related to the R&I Project.

6 Eligibility Under the State Aid Regime

This Programme operates under the *de Minimis* State Aid regime, which stipulates that a single undertaking cannot receive more than €200,000 in aid over any 3-year period through schemes operating under this regime. Applicants should ensure and declare they are eligible for the requested grant under State Aid rules before submitting an application.

For the purposes of this Section, an “undertaking” shall mean any entity engaged in an economic activity, regardless of its legal status and the way in which it is financed.

All applications should be accompanied by a State Aid de Minimis declaration form.

For the purposes of the *de Minimis* Regulation, “Single Undertaking” includes all enterprises having at least one of the following relationships with each other:

- (a) One enterprise has a majority of the shareholders’ or members’ voting rights in another enterprise;
- (b) One enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise;
- (c) One enterprise has the right to exercise a dominant influence on another enterprise pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association;
- (d) One enterprise, which is a shareholder in or member of another enterprise, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders’ or members’ voting rights in that enterprise.

Enterprises having any of the relationships referred to in points (a) to (d) above through one or more other enterprises shall be considered to be a single undertaking,

The terms and conditions set out in these guidelines are in line with the Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de Minimis* aid.

Specific sectors (agriculture, fisheries and aquaculture, are excluded from this regime and applications in these sectors are therefore outside the scope of this programme. The successful applicants are expected to sign the necessary forms before any funds are transferred and provide the necessary reports in accordance with *de Minimis* State Aid regulations.

This Scheme is not available to undertakings in difficulty within the meaning of the Community guidelines on State Aid for rescuing and restructuring firms in difficulty.

7 The Application Process

The Call for Project Proposals will be open from 1st March 2016 to 25th April 2016 (noon, CET). The selection and funding of proposals under this Programme shall be on a competitive basis.

Applicants should refer to the eligibility criteria in Section 4.2.



7.1 Application Submission

The Technology Development project application must present a coherent, comprehensive and credible plan based on:

- ✓ Reasonable estimates of human resources, finance, deliverables and timeframes; and
- ✓ Templates provided by the Council.

Submission, evaluation and selection of project applications will be in the form of a one-stage process. The applicant should ensure complete compliance to the ‘Rules for Participation 2016’ prior to submission as no amendment or negotiations are allowed after submission and any unapproved deviations will result in the failure of the application during the administrative check.

The Application Form must be dated, signed and initialised (stamped or signed) on each page by the Lead Partner’s legal representative. Additionally, the legal representative of each participating organisation within the consortium must sign off on the application and enter the date of signature in blue ink (not electronically).

All applications shall be evaluated according to the procedure outlined under Section 11 of these Rules for Participation. The application process is a single stage, which does not allow modifications once submission has been made, nor does it allow negotiations on the content of the proposals. In cases, where deviations from the mandatory deliverables or budgets detailed herein are required, applicants should be guided by section 7.4 below. The content of the Application Form will be directly appended to the Grant Agreements for successful applicants and will constitute the Grant Agreement technical obligations.

It is also important to note that applicants are to include actions towards the implementation of recommendations from Service Providers and/or evaluators from the Commercialisation Voucher Programme process. In this way the opportunities and threats identified from the preceding FUSION programme are integrated into the implementation plans for the Technology Development project to ensure a better chance of success in the delivery of marketable solutions.

Application Forms can either be sent electronically to rtdi.mcst@gov.mt, keeping Ms. Maria Dimech (maria.b.dimech@gov.mt) and Dr. James Foden (james.foden@gov.mt) in copy, with “Technology Development Programme Application Submission” as a subject or submitted by hand to

Ms. Maria Dimech
R&I Programmes Executive
The Malta Council for Science and Technology
Villa Bighi, Kalkara KKR 1320



In both cases, it is the responsibility of the applicant to ensure that a confirmation of receipt is provided.

All Submissions shall include:

- ✓ The application form in MS Word (.docx) format and a signed scanned copy (to be sent by email or on a pen drive)
- ✓ A precise plan of project activities, timeframes and deliverables.
- ✓ A precise indication of project costs.
- ✓ Curriculum Vitae of key researchers including relevant track records. These should clearly establish that the Consortium has the potential to carry out the project.
- ✓ A detailed plan of how partners knowledge and, where applicable subcontractors, will be used to perform the project tasks and to achieve the project objectives. (At this stage, if subcontractors have not been identified, one should mention the tasks that will be passed on and the expertise required.)
- ✓ An IP agreement signed by all Project Partners
- ✓ A dissemination and externalisation plan
- ✓ A completed VAT form
- ✓ The De Minimis State Aid Declaration Form
- ✓ Where applicable, the pre-agreed deviation Annex
- ✓ Memorandum & Articles of Association of all partners
- ✓ Audited financial statements for last 3 fiscal years of all partners. (In the event that the Partner is a start-up and the above documents are not available, the Partner shall provide the financial projections for three (3) years signed by an auditor, including:
 - an income statement,
 - a cash flow statement, and
 - a statement of financial position)

It should be noted that emails larger than 6MB shall be automatically rejected by the system. All received applications shall be acknowledged in writing. Incomplete applications as at 25th April 2016 (noon, CET) will not be considered.



7.2 Considerations at Application Stage

7.2.1 Respecting Lead Times

All organisations, including the Council, have their internal procedures for processing, approving and signing off on legally binding documents. Beneficiaries are to ensure that they are aware of these lead times in their organisation as well as in the other organisations constituting the Consortium. It is the applicants responsibility to ask for information on lead times pertaining to the Council.

Partners should also take into account personal commitments, vacation leave etc, when planning to submit an application. All project application submissions, which must reach the Council at noon (CET) on the day of the deadline, must include signatures of the legal representatives of each respective participating organisation within the Consortium.

7.2.2 Assistance with Applications

Prospective Project Partners are encouraged to seek the advice of the Council in the preparation of the project application. This should help identify any areas of concern prior to the submission of the application and lead to a better quality of submission. Advice shall only be given in respect to these Rules for Participation and not on technical grounds. Applicants are particularly encouraged to seek the Council's guidance through the an information session that will be held on 15th March 2016 at 10.00hrs or proposal-specific one-to-one sessions, to ensure that the single-stage application documentation is complete and effective, as once submitted, cannot be edited.

7.3 Deviations

In any event in which an Applicant deems that there is any reasonable justification to deviate in a non-substantial manner from the procedures detailed herein, the applicant must submit a specific request detailing the reasons justifying such request to the Council at least fifteen (15) days prior to the submission of the application. Acceptance or otherwise of such request shall be at the sole and unfettered discretion of the Council. In any event in which the Council accepts such request, the applicant should complete Appendix 3 in the application form entitled "pre-agreed deviations to deliverables".

Applicants should note that a fluctuation of up to 10% in finances with the same stage and across stages is permissible by the Council. Any other deviation should follow the Guidelines stipulated herein

8 Confidentiality of Submissions

Unless otherwise indicated, all project application submissions except for the abstract, shall be treated in strict confidence. However, all project applications will be passed on in their entirety to the external evaluators and due diligence experts, who are bound by confidentiality and who shall also be required to declare that they do not have any conflict of interest in reviewing the individual proposals. Stage reports compiled throughout the Commercialisation Voucher Programme or similar reports submitted by applicants on their own accord, may, at the Council's discretion, be submitted in part or in their entirety to external evaluators. Stage reports submitted under this programme may also, at the Council's discretion, be forwarded in part or in their entirety to external evaluators appointed by the Council. All evaluators are bound by confidentiality.

9 Programme Parameters

The Council reserves the right to carry out financial and/or technical audits to its discretion at any time within the project to ensure that Programme Parameters as per contractual obligations are being observed.

9.1 Project Duration

Project applications submitted under this Programme should have a duration ranging between one and three years (maximum).

9.2 Project Grant

The maximum possible funding for a project across the consortium is €195,000. Furthermore, an additional €5,000 shall be allocated for dissemination activities to be organised, run and disbursed by the Council.



9.3 Deliverables

9.3.1 Mandatory Deliverables

A consortium should:

- ✓ Within 12 months from the end of the Project register at least one (1) patent on the work carried out throughout the Project in Malta and with at least one other national jurisdiction which issues an international search report as approved by the Council.

The Beneficiary will be obliged to pursue the relative patent application through the strict adherence to the procedures and requirements of Law in this regard. The Beneficiary will not be held to be in breach of this particular obligation strictly in the event in which the Beneficiary proves to the satisfaction of the Managing Authority that:

- the Beneficiary's patent application, in spite of all relative procedures and requirements of Law having been adhered to, has been unsuccessful, by providing the Managing Authority with documentary evidence including the actual patent application submission and documentary evidence showing that the Beneficiary's application has produced negative results; or
- in the event that the Beneficiary provides the Managing Authority with sufficient documentary evidence of a valid reason for not registering a patent, in which case it shall be the Managing Authority who shall determine whether the reason provided by the Beneficiary is a valid one or not.

Provided that if the Beneficiary provides the Managing Authority with what the Managing Authority determines to be sufficient evidence that the relative intellectual property has been satisfactorily protected by the Beneficiary through any other means or that the relative intellectual property has been commercialised such as through a licence agreement, the Managing Authority may opt to recognise such other means of intellectual property protection or commercialisation as being sufficient to satisfy the requirements of this section.

- ✓ During the duration of the project or within three (3) months from termination, publish at least one (1) research paper based on the work carried out throughout the Project in a pre-peer reviewed open access repository.

Provided that if the Beneficiary publishes a research paper in a peer-reviewed closed-access journal, then the Beneficiary must prove to the satisfaction of the Managing Authority through the submission of adequate documentary evidence that such a closed-access journal enjoys a higher impact factor than the peer reviewed open-access journal with the highest impact factor in the same area; then the Beneficiary will not be held in breach of this particular obligation.

Provided further that if the Beneficiary claims that such an attempt to publish this research paper will have been unsuccessful, the Beneficiary must prove to the satisfaction of the Managing Authority and through the submission of sufficient and adequate documentary evidence that such an attempt to publish a research paper in terms of the requirements of this Clause was in fact made. Sufficient and adequate documentary evidence includes evidence that the paper was actually submitted for publication and documentary evidence that the paper was rejected for publication. If the Managing Authority is satisfied with the evidence provided, then the Beneficiary will not be held in breach of this particular obligation.

Provided further that if the Beneficiary claims that an attempt to publish this research paper before the patent registration referred to above, would disclose technical information that would render the said patent application null then the Beneficiary will not be held in breach of this particular obligation as long as he has complied with the requirements detailed in previous paragraphs of this section.

In the event that the Beneficiary proves to the Managing Authority that it has attempted and failed to do the above then the Beneficiary shall publish a research paper in a post-publication peer reviewed open-access repository or as a peer-reviewed international conference paper.

In the event that the Beneficiary fails to comply with any one of the alternative obligations detailed in previous paragraphs of this section, then the Beneficiary shall automatically lose any right to two point five percent (2.5%) of Project value or five thousand euro (€5000), whichever the lower, from the retention being kept by the Managing Authority.

- ✓ Publish at least two articles per year in local newspapers or magazines. These should not contain intellectual property but should raise awareness about the project and its benefits. A copy of these should be presented to the Council within two weeks of publication.
- ✓ Contribute to organising at least one half-day event to be held at the Council's premises or as otherwise directed by the Council.
- ✓ The Beneficiaries shall at all times cooperate with the Managing Authority in the promotion of the FUSION Technology Development Programme by delivering presentations about the Project or through other reasonable means at the request of the Managing Authority.
- ✓ Report on project progress as per the list hereunder and in line with the templates provided:

- Hold a minimum of four meeting per stage to verbally update the Council on progress (as much as possible these should be spread evenly across the stage.)
- 6 Month Stage Reports
- End of Stage/s Technical Reports;
- End of Stage/s Financial Reports and Projections for next Stage;
- End of Project Technical Report;
- End of Project Financial Report and Audit Report.

The reports are to include sufficient evidence on the achievement of the project objectives as well as the parameters indicated in the application and should be provided in accordance with the templates presented to the Coordinator by the Council. The Technical Stage Report must be submitted prior to the termination of the Stage within which it is due. The Financial Stage Report must be submitted within one month from the completion date of each stage.

Any changes to the project objectives, work-packages or any other parameter committed in the application are to be communicated in writing to Ms. Maria Dimech, at least one (1) month prior to the deadline, who will then seek approval from the Unit Director. A clear justification in writing should be provided. The Council will acknowledge receipt of the request within five (5) working days and reply in a timely manner so as not to affect project performance. Acceptance or otherwise of any changes is the sole discretion of the Council and its decision is binding and final. Any other communication is not considered valid or binding.

9.3.2 Recommended Deliverables

Further to the mandatory deliverables, the Council encourages the deliverables below. The Council does not oblige such deliverables, however commitment of such recommended deliverables by the Consortium at the application stage may enhance the strength of the application form. The recommended deliverables include:

- ✓ Monograph/s and/or peer-reviewed paper/s for accepted publication in international open access journal/s of repute based on the work carried out through the Project;
- ✓ Oral presentation/s at international conference/s on the work carried out through the Project (max 2);
- ✓ The attainment of undergraduate degrees and/or postgraduate degrees and/or post-doctoral research. (In cases where the project duration is insufficient for the purpose



of submitting a degree, there has to be a commitment to complete the degree outside the duration of the project utilising other sources of funding.)

- ✓ Additional registration of patents or other Intellectual Property Rights (IPR) stemming from the Project, in Malta as well as in any other country;
- ✓ Commercial commitments such as technology innovations to be included in a partner's existing product or service.
- ✓ Commercial commitments such as technology transfer licences.

The Council appreciates that the attainment of these deliverables may depend on externalities. The Consortium is expected to take these into consideration when submitting their application form. Although these deliverables are non-compulsory, if quoted as committed deliverables in the Application stage, they must be adhered to.

10 Eligible Costs

Eligible direct costs are those costs incurred directly by the Partners during the duration of the project and used primarily for the purpose of achieving the objectives of the project. All eligible expenses must be incurred between the Start Date and the End Date of the Project and must be limited to the budgeted value.

Start Date means the date which is stated in the grant agreement.

End Date means the date when the Project period, having commenced on the Start Date, expires. The Project period is the time required to execute the Project as indicated by the Partners.

Project Value means the entire project budget including any co-financing (25%) for industrial partners.

Project Grant means the granted funding provided.

The eligible direct costs are:

Personnel Costs

The permissible number of hours funded by this Programme is not to exceed an average of 10 hours per week per existing employee, as part of their normal working hours.



There is no limit on the number of employees per project other than that the total of funded hours per project will not exceed 20% of the project value.

Those employees that have utilised elsewhere their allocated quota of research hours defined in their contract can apply for pro rata payment, up to a maximum of an additional 10 hours per week, for supervisory, research or management hours (overseas travel hours are ineligible) as an eligible cost of the project, if this is permissible within their contract of employment

The hourly rate (z) is calculated using the formula:

$$€ z = (\text{basic salary} + \text{allowances}) / \text{yearly weekday hours}$$

Eligible salaries are pinned to the following hourly rates (including National Insurance and Inland Revenue and allowances) and personnel limits per project:

Role in Project	Hourly rates	Limits per project
Top Management or equivalent	€ 26.40/hour to € 32.50/ hour	Max 2 per project
Middle Management, Senior Researcher* or equivalent	€ 18.77/hour to € 26.39/ hour	Max 3 per project
Researcher** or equivalent	€10.42 to € 18.76/hour	No Limits
Operational , technician, research support assistant or equivalent	up to €10.41/hour	No Limits

The rates stated in the table above are for the year 2016. For subsequent years a 5% increase per year is allowed.

*The term ‘senior researcher’ is to be used for a postdoctoral researcher with a specialist and high level of local and international experience in the field.

**The term ‘researcher’ is to be used for a Bachelor’s, Master’s or a Ph.D. degree holder and hence the hourly rate should be equivalent to the degree held by the relevant individual.

Personnel in salary brackets that are higher than those noted above will still only be reimbursed at the rates of the eligible brackets above depending on their role in the project. The hourly rates will have to be noted in the applications along with the weekly hours and number of weeks on the project per individual.



Researchers and operators employed specifically for the project would fall in the category of Operational/ Researcher and their salary would not form part of the personnel costs limit of 20% of the project value.

Personnel Costs related to Project Management are further limited to 10% of the project value and form part of the 20% limit set on personnel costs. Any project management which is not carried out by any of the partners shall be deemed to be subcontracting and, apart from being subject to the 10% maximum threshold detailed herein, will also be calculated as part of the 25% maximum referred to subcontracting costs.

Students can be engaged on the project and paid an annual stipend of €6,000 when reading for a Master's degree or an annual stipend of €8,000 when reading for a Doctoral degree. Note that for every engaged student, a full-time researcher must be employed by the consortium.

Filled time sheets are to be retained for all personnel, including students, as proof of number of hours spent on the project. Documentation of the utilisation of the employees' internally funded research quota for other research activities is to be retained as this evidence may be required by the auditors.

Specialised equipment: Purchase of specialised equipment including software.

Travel: Travel is allowed for one individual per project per conference, with a maximum of €7000 across the two conferences per project. Only travel in relation to dissemination and externalization activities is eligible. Applicants are to approach the Council to request a deviation should they require any funding to be directed to travel for access to international research structures and/or training.

Scientific information: Access to scientific information sources including databases and publications

Consumables: Overall value of consumables typically cannot exceed 30% of project value. Proposals with consumables exceeding 30% of the project value need to be discussed at application stage.

Other: Other operating expenses directly related to the project, such as dissemination costs that are over and above the specifically allocated €5,000

10.1 Subcontracted Activities

Subcontracted Activities shall be up to a limit of 25% of the project value, provided that prior approval is attained from the Committee before subcontracting to ensure fair procurement procedures.

Subcontracted Activity means any activity related to the project, (including but not limited to consultancy), which is not carried out directly by a Partner or its employees, but is carried out by any third party (local or foreign) individual, company, partnership or entity, under whatsoever terms and conditions.

10.2 Audits

Eligible Costs are to conform to the following and are subject to the final audit scrutiny:

- ✓ Any expenses incurred during the course of the project must be consistent with the principles of economy, efficiency and effectiveness.
- ✓ In the event of purchases of a value above two thousand and five hundred Euro (€2500), partners are required to demonstrate adequate market testing, obtaining three quotation from three different, independent sources.

In the case of public entities, a call for quotations or tender process, as applicable, should be issued for purchases above €2500.

- ✓ Any calls for the recruitment of staff on a project should be published in a Sunday newspaper. (*minimum size of advert: 2 columns by 8 cm*)
- ✓ Commercial transactions between consortium partners, or between a consortium partner and a company with similar shareholding to a consortium partner, is not allowed.
- ✓ Recruitment procedures are to be strict and transparent including a public call and interview process.

10.3 Eligible Indirect Costs

Overheads will be covered at 10% of direct eligible costs, excluding the costs of (1) subcontracting and (2) items of equipment above €5000 and (3) consumables above €5000. Note that for equipment, the capping of €500 is per piece while for consumables, the capping of €500 is for the total amount of consumables per partner.

10.4 Ineligible Costs

The following expenditure shall be considered as ineligible costs:

- ✓ Expenses related to loans, interest, etc
- ✓ Recoverable value added tax
- ✓ Expenses which are recoverable through other funding mechanisms
- ✓ Re-purchase of equipment originally procured through other funding mechanisms
- ✓ Purchase of equipment from partners or their subsidiaries within the consortium
- ✓ Opportunity costs related to foregone production and production downtime arising from the allocation of resources to the Project
- ✓ Any activity related to the reproduction of a commercial product or process by a physical examination of an existing system or from plans, blueprints, detailed specifications or publicly available information.
- ✓ Standard office equipment/ stationery
- ✓ Organising a conference
- ✓ Personnel hours for travelling

10.5 Funding Distribution between Partners

In accordance with the objectives of this Programme, a project application should represent a good distribution of workload and financing between the different categories constituting the Consortium, and no single Partner should dominate the project.

Other Funding Limits

The following funding limits shall be applicable:

- ✓ Overall portion of funding for any individual Partner shall be limited to 75% of the project grant;
- ✓ Combined funding for any group of Partners within a Category shall be limited to 75% of the project grant.

10.6 Co-Financing

The following rates of co-financing shall be applicable:

The Programme's financial contribution to a Partner which falls under the definition of Public Body shall be 100% of eligible costs incurred by that Partner.

The Programme's financial contribution to a Partner which falls under the definition of Maltese Private Body shall be limited to 75% of eligible costs incurred by that Partner. Therefore, such a Partner must contribute the remaining 25% to the Project. It is not possible for a Partner to cover the contribution of 25% 'in-kind'.

11 Evaluation

Project applications will be evaluated through a three-step process. Primarily, projects will undergo an administrative compliance evaluation. If successful, projects will be forwarded to three external evaluators for External Evaluation and then for Due Diligence. Failure to achieve a minimum of 65% pass from External Evaluation will lead to the termination of the project. For a project to be successful it must pass from all three steps.

External Evaluators will be evaluating applications on the following criteria:

Effectiveness of consortium and resources (25%): Threshold 15

- ✓ Are the participants of the consortium complementary to each other and consist of the suitable operational capacity and skills to carry out the proposed work effectively?
- ✓ Does the consortium possess, or intend to subcontract, the necessary skills to understand the sectorial market and thus promise an effective route to commercialisation?
- ✓ Have the individual profiles and CV's of the key researchers across all the consortium been provided, and do these key researchers have the right skills and experience to deliver the tasks being proposed?
- ✓ Are the proposed management structures and procedures credible, and do they promise to be effective?
- ✓ Is the work plan effective with respect to partner workload distribution according to their competencies?
- ✓ Have the other relevant resources, such as facilities, equipment, networks, been identified and accounted for in the planning of the proposal?

- ✓ Is the proposal and its implementation route credible, and is the proposal transparent and effective?
- ✓ Are the overall consortium and partners credible?

Coherence and effectiveness of proposal implementation (25%): Threshold 15

- ✓ Are the proposed deliverables coherent with the proposed Work Packages and are they specific and focussed sufficiently to deliver the technical excellence within this project's implementation?
- ✓ Are the timelines realistic and well balanced with the inherent risk of such R&I projects?
- ✓ Is the coherence and effectiveness of the project plan, including appropriateness of the allocation of tasks and resources satisfactory when considering the level of funding being requested?
- ✓ Have potential risks been factored into the work packages of the proposal?
- ✓ Are the proposed budgets coherent with the project ambitions and technology development, such that funds are planned to be used effectively and appropriately?

Exploitation of results and dissemination (25%): Threshold 15

- ✓ Does the proposal promise publications in peer reviewed journals to an appropriate level?
- ✓ Does the proposal present a route to IP protection through patents or licensing, similar to or as noted in the original proposal from the Commercialisation Voucher Programme?

Commercialisation (25%): Threshold 15

- ✓ Are the proposed outputs and outcomes coherent in terms of economic impact, employment and investment, with respect to the project ambition and funding requested?
- ✓ Is the proposed Technology Readiness Level (TRL) advancement consistent with that proposed in the Commercialisation Voucher Programme application, and is the move to higher TRL's sufficiently ambitious, yet realistic?
- ✓ Does the proposal, within its work packages and deliverables pay sufficient regard and attention with respect to the results of the IP Check, Market Research, Product Development Costing, Economic Impact and Risk Profile activities under the

Commercialisation Voucher Programme (provided to the evaluators through executive summaries)?

- ✓ Has a credible route to commercialisation been reflected in the proposal (Note that those projects at an early TRL will only require a light level of regard in this aspect, in line with the maturity of the technologies being developed and the final TRL to be achieved at project end)?

12 Post Selection Process

12.1 The Grant Agreement

Following the successful evaluation of the application, the Consortium members will be invited to sign a Grant Agreement establishing the terms and conditions governing the financing of the project. The Project Application including but not limited to milestones, compliance and reporting obligations, and the IP agreement shall constitute an integral part of the Grant Agreement.

Hard copies of the Grant Agreement must be signed by all members of the Consortium within one (1) week from the date on which the Project Coordinator receives them. The project leader should ensure that all members of Consortium are available to provide their signature during this 1 week timeframe. Failure to comply with the stipulated timeframe will result in a withdrawal of the offer for funding.

Together with the signed copies of the Grant Agreement, the Project Coordinator must provide two (2) images related to the project and an abstract on the project. These will be used to publicise the award.

12.2 Start Date and End Date

The project will start on a pre-determined date as agreed by all the respective parties and determined in the Grant Agreement, which date shall be a date after the date of signature of this agreement by the Executive Chairman of the Malta Council for Science and Technology (Hereinafter the “Agreement Date”).

The Council will endeavour to transfer the first tranche of funding to the Lead Partner’s Project account as soon as possible after the Agreement Date, as described in the Grant Agreement.

Between the Agreement Date and the Start Date, the Consortium should ensure that all activities required for a smooth project start are completed. These may include but not limited to:

- ✓ obtaining quotations for procurement purposes
- ✓ issuing a human resources call
- ✓ opening a bank account for the depositing the first tranche

To be eligible for funding, all expenses must be incurred between the Start Date and the End Date of the Project.

13 Double Funding

Funding under this Programme is made available on the basis that none of the project Partners have benefited and will not benefit from any other grant or financial incentive of whatever nature, applied for and/or utilised for the same scope as that subject of the funding requested under this Programme. Provided that, in the case where the application covers work that is part of a larger project, the Partner must submit a table as an appendix to the application form that shows a comprehensive list of the items of work and the source of funding for each item.

By signing the Grant Agreement, project partners are automatically accepting and authorising the Council to exchange essential information related to the project with other funding agencies, both local and overseas, for any necessary checks. Any occurrence of double funding should be communicated in writing to the Unit Director prior to the signing of the Grant Agreement.

14 Funding, Management and Progress Monitoring

14.1 Allocation and Disbursement of Funding

For the purposes of funding and reporting, a project submission shall be divided into a number of Stages. Each Stage shall be of a maximum of 12 months duration. Funding for any one stage shall not exceed 80% of the project grant.

Total financial contribution over the lifetime of the project shall not exceed the funding limit as established in the Grant Agreement, irrespective of actual expenditure.

The periodic funding will be allocated according to the following schedule:

At the beginning of each stage, the Council will provide the relevant prefinancing to the lead beneficiary. This will include both direct and indirect eligible costs.

A retention consisting of 20% of the project grant shall be withheld by the Council and only released upon successful completion of the project. This is deducted from the funds allocated for the last stage and from the preceding stage, if necessary.

In the case of a single-Stage project (one 12 month period), the prefinancing will be equivalent to 80% of the project grant.

The Project Coordinator will be required to submit a Technical Stage Report at the end of each stage and, within one month, a Financial Stage Report. The latter should contain details of actual expenditure over the past stage, together with an updated forecast of projected expenditure for the following stage. Such details must be broken down for each Project Partner.

Both stage reports have to be approved by the Council before moving to the next stage.

Normally underspends are retrieved by the Council following the financial audited report. However, the council reserves the right to modify tranche payments if it deems that the underspend within the previous stage is considerable.

In cases where an extension is required, beneficiaries are expected to notify the Council, in writing, at least one month prior to the deadline. Such notification should be sent to Ms. Maria Dimech (rtdi.mcst@gov.mt) keeping maria.b.dimech@gov.mt in copy.

14.2 Subcontracting

Where a component of the project work is a Subcontracted Activity, the following considerations shall apply:

The value of the subcontracting should not exceed 25% of the total project grant. The Lead Partner remains responsible for the timely delivery of the subcontracted tasks;

The Lead Partner shall ensure that such a third party is selected in a manner which is transparent, fair and impartial.

The Lead Partner should ensure that the attainment of any services or goods respect the procurement guidelines noted in section 10.3.

Subcontracting to foreign companies should only be considered if suitable expertise is not available locally. This must be duly justified.

The Consortium may consider joint bids from subcontractors (local or foreign) as long as these are presented in the form of a supplier consortium. Preference will be given to partners who have previous experience working together on similar projects.

Partners shall ensure that there is no discrimination between bidders and that all bidders are treated equally and transparently in all calls for quotations.

14.3 Final Financial Audit

Following the termination of the project or expiry of the Grant Agreement, the Lead Partner will be required to submit a Final Technical Project Report together with an Audited Final Financial Report for the whole project, thus covering the work and expenditure undertaken by all the Partners. The Final Financial Report needs to be audited by a certified auditor appointed by the Lead Partner and approved by the Council once submitted. The audit should determine the total eligible costs and compare these to funds forwarded to the Partners. The Council reserves the right to appoint an auditor to audit the Project Financial Audit as submitted by the Partners. Following finalisation of the financial audit, the technical audit may be performed based on the templates provided by the Council.

As soon as the verifications and audits are finalised and cleared the Council will release the retention money due to the Partners. In the case of overpayment, the Partners will be required to refund the under-spend amount to the Council within a specific timeframe, or as agreed to with the Council, through the Project Coordinator.

14.4 The Technical and Financial Reports

The Technical and Financial Reports should include:

- ✓ An account of project activity and achievements over the past stage for each Partner compared with the originally submitted application.
- ✓ An account of actual expenditure over the past stage for each Partner compared with the originally submitted budgeted expenditure. All financial reports must be signed by the person responsible for the financial management of the Partner, and assembled as per the instructions in the Grant Agreement;
- ✓ An updated forecast of project activity and projected achievements for the following stage for each Partner;
- ✓ An updated forecast of projected expenditure for the following stage for each Partner.

Technical and financial report templates will be provided with the Grant Agreement which the consortium are requested to follow.

Over and above the audit responsibilities of the lead partner, the Council may conduct a detailed audit consisting of a financial and a technical part, following the completion of the project. The 3-part audit will consist of the following:

The financial audit

- Accounts
- Physical Inventory
- Time-sheets and payslips
- Receipts for all equipment and consumables
- Bank statements for the R&I Project Account

The Project Management Audit

- Schedule management
- Change management
- Deliverables
- Achievements compared with Key Performance Indicators

Technical Audit

- Brief summary of the project including scientific hypothesis investigated
- Interpretation of Research Results
- Project's impact, including Prototypes and IP/patent check

The Council reserves the right to request additional project-related information and conduct intermediate audits at any time.

In the event that a project is found to be in breach of the Grant Agreement or to materially depart from the submitted application, the Council reserves the right to discontinue the award and the Partners may be required to refund the Grant in part or in full. In any such event, the Council may also exclude an applicant from participating in future calls of the Programme.

14.5 Accountability

Each Partner should keep a separate bank account or records, clearly distinguishable from its other accounting records. All relevant expenses must be recorded in these accounts.



Eligible expenses must have been determined in accordance with the usual accounting and management principles and practices of the Partner. Direct eligible costs must be backed up with the relevant documentation as specified in the Grant Agreement.

15 Dissemination & Externalisation

Within 12 months from the end of the Project, Project Partners shall, where applicable, register at least one (1) patent on the work carried out throughout the Project in Malta and with at least one other national jurisdiction which issues an international search report as approved by the Council. For exemptions please refer to section 9.4.1.

During the duration of the project or within three (3) months from termination, the consortium is also expected to publish, at least one (1) research paper based on the work carried out throughout the Project in a pre-peer reviewed open access repository. Provided that if the Partners claim that an attempt to publish this research paper before the patent registration referred to above, would disclose technical information that would render the said patent application null then the Council may exempt the Partner from the obligation of publication. For exemptions please refer to section 9.4.1.

The consortium is also expected to publish at least two articles per year in local newspapers or magazines. These should not contain intellectual property but should raise awareness about the project and its benefits. A copy of these should be presented to the Council within two weeks of publication.

The consortium must also assist in organising at least one half-day event to be held at the Council's premises or as otherwise directed by the Council.

The Beneficiaries shall at all times cooperate with the Managing Authority in the promotion of the FUSION Technology Development Programme by delivering presentations about the Project or through other reasonable means at the request of the Managing Authority.

A copy of all publications must be presented to the Council before any retention is paid by the same.



15.1 Referencing

Any articles and text material related to the project should include the words:

‘Project <Project Name> financed by the Malta Council for Science & Technology, for and on behalf of the Foundation for Science and Technology, through the FUSION: R&I Technology Development Programme’.

Any websites or printed material related to the project should also include the Council logo, the Ministry logo or any other logo related to this Programme as provided by the Council. Such material should follow the specifications described in the Council’s Guidelines.

During the Term of Agreement and for five (5) years thereafter, the Partners shall include and prominently feature the Council and this Programme in any publicity related to the project, as per the Council’s Guidelines.

All publicity material should be approved by the Council before publication and should make mention of the Council as per above guidelines. In the case where printed material is published without a mention of the FUSION R&I Technology Programme and the Council, the Consortium shall be obliged to publish a correction at its own expense in the subsequent issue of the publication. This is also applicable for published material produced by persons who are not members of the consortium. In the case where such publicity does not mention the FUSION R&I Programme and the Council, associated costs will be considered ineligible.

16 Supervening Circumstances

The Project Coordinator is obliged to immediately advise the Unit Director, of any internal or extraneous significant event which might affect the validity or implementation of the project. This obligation applies to the entire period between the submission of the preliminary project application and the completion of the project.

The Council shall acknowledge receipt within five (5) working days. The reply will either give such directives as it deems necessary for the furtherance on the project or re-assess the project in its entirety accordingly.

Failure on the part of the Project Coordinator to respect this obligation may be deemed by the Council to constitute material non-compliance on the part of the Beneficiary and the Council may thereafter take such action as is necessary in terms of the Grant Agreement in consequence of such non-compliance.

If during the course of a project a Partner withdraws from the Consortium, the Lead Partner will advise immediately the Unit Director. The Council shall then, at its own discretion either gives such directives as it deems necessary for the reallocation of tasks among the remaining Partners or the nomination of a replacement Partner, for the furtherance on the project or re-assess the project in its entirety accordingly.

16.1 Time Extensions

Time extension requests are to be submitted in writing to Ms. Maria Dimech, who will seek the approval of the Unit Director, by not later than one (1) month before the original stage end date. Such extensions will be granted at the sole and unfettered discretion of the Council and may only be up to a maximum of six (6) months per stage. Provided that the fact that the Council will have accepted a request for an extension in one stage will not in any manner bind or be interpreted as binding the Council to accept a request for an extension in another stage.

16.2 Default

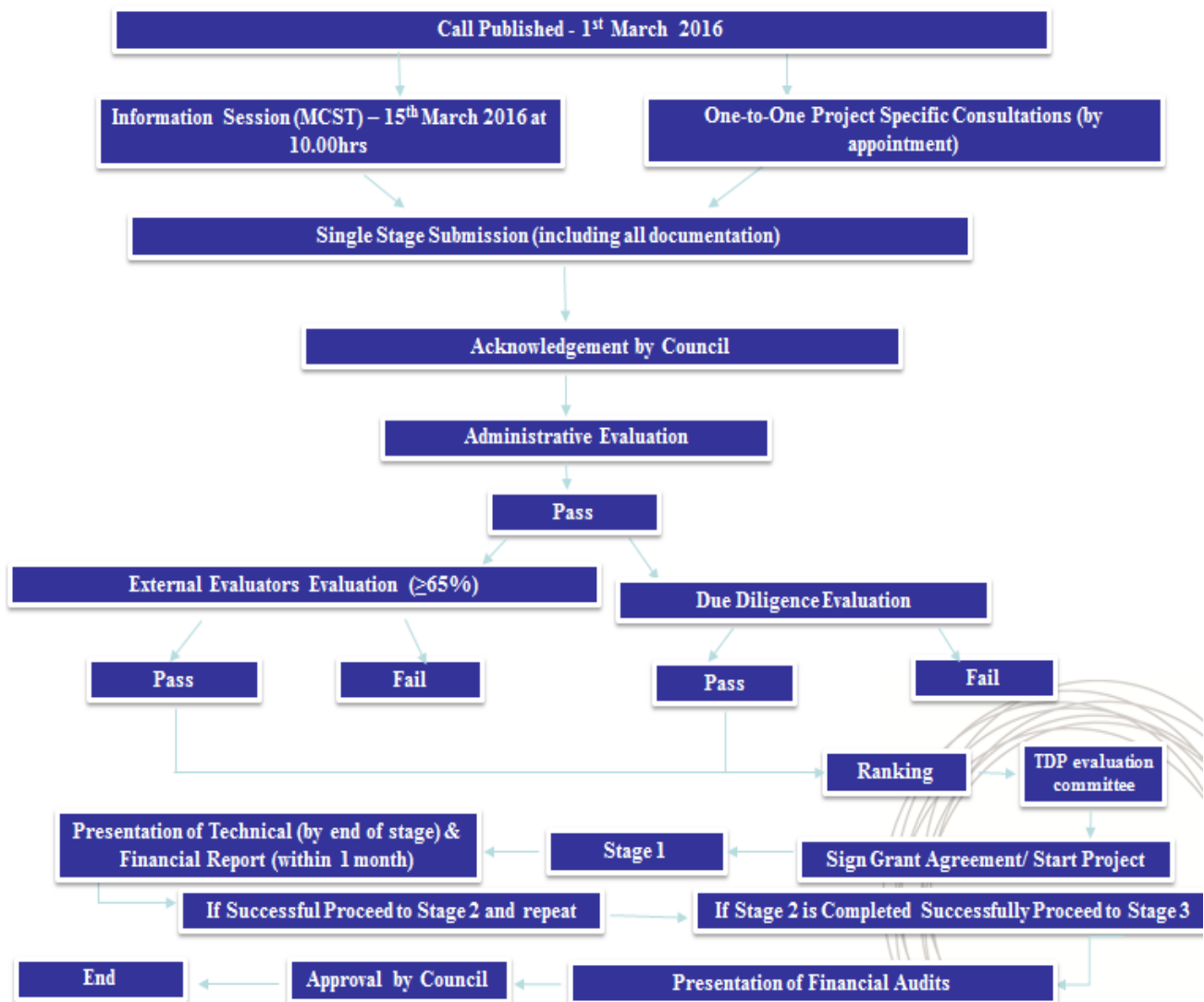
If the implementation of a project becomes impossible or if the Partners fail to implement it, the Council shall be entitled to take any action it deems necessary, including, but not limited to, the withdrawal of funding for the project and the collection of refunds of money already paid out. A similar course of action may be followed if a project is in default as a result of not meeting one or more of its obligations. However, the Council will provide a maximum of two notices indicating a rectification period of one month each.

17 Interpretation of Rules

This document endeavours to establish comprehensive and unambiguous rules governing participation in the FUSION R&I Technology Development Programme. However, should circumstances arise where the rules are inadequate, unclear, and ambiguous or conflicting, the Council shall exercise its discretion in the interpretation of the rules or will extrapolate the rules as necessary through the setting up of ad hoc committees.

ANNEX ONE

Process Schedule Diagram






MINISTRY FOR EDUCATION AND EMPLOYMENT
PARLIAMENTARY SECRETARIAT
FOR RESEARCH, INNOVATION, YOUTH AND SPORT

