



MarTERA - Joint Transnational Research Call-2016
National Rules for Participation

Version 1.2
December 2016

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1. Introduction

Funding Party: Malta Council for Science and Technology for and on behalf of the Foundation for Science and Technology,
Villa Bighi, Kalkara, KKR 1320
Malta

1.1 Scope and Focus

The overall goal of the ERA-NET Co-fund MarTERA is to strengthen the European Research Area (ERA) in maritime and marine technologies as well as Blue Growth. The ERA-NET Co-fund MarTERA is a network of 17 ministries, authorities and funding organisations responsible for funding research and innovation projects in maritime and marine technologies from 15 countries.

The consortium will organise and co-fund, in cooperation with the European Commission under Horizon 2020, a joint call for transnational research and innovation projects on different thematic priority areas.

There is an urgent requirement for coordinated actions across the EU in order to tackle the challenges arising across a large number of sectors related to the oceans. The need for highly-specialised marine equipment, more efficient and greener waterborne transport systems, clean energy, increased seafood production, technologies for reliable ocean observations, and safe marine and maritime operations etc. calls for substantial innovations with respect to the whole spectrum of marine and maritime technologies.

The selection of topics for funding is done based on the **overarching technological challenges**, due to their relevance and possibility to benefit a **wide range of applications and sectors**. The topic area is a natural continuation and expansion of previous activities undertaken by MARTEC I&I and is in alignment with Strategic Areas of the Strategic Research and Innovation Agenda (SRIA) of JPI Oceans. The participating organisations have therefore agreed to split the topics of the co-funded call in the following **five Priority Areas (PAs)**:

- **PA1: Environmentally friendly maritime technologies**
- **PA2: Development of novel materials and structures**
- **PA3: Sensors, automation, monitoring and observations**
- **PA4: Advanced manufacturing and production**
- **PA5: Safety and security**

Each project proposal must be in accordance with the following:

- The proposed research and innovation project must be consistent with the scope of this call and with the national/regional thematic priorities of the countries/regions involved in the project (see **Priority Areas**).
- The proposed project must relate to (at least) one of the sub-themes listed in the **Priority Areas** of this call.
- The proposal should be novel and not correspond with on-going or completed projects funded by other instruments, programmes or projects.
- Project consortia consisting of at **least two independent eligible legal entities** from at least **two different participating countries** can apply for funding.

- Priority for funding will be given for projects which include independent industrial participants. As national funding rules are applied, some topics or partners may not be eligible in all participating funding organisations (e.g. some programmes fund only academic but no industrial partners and others request industry involvement). The eligibility of a partner can be assessed by checking the Matrix of Priority Areas or by contacting the National Programme Managers (NPMs).
- The proposals should strive to be balanced between the countries involved in the project as far as the volume of work is concerned.
- In every proposal, one of the entities has to act as coordinator who has the responsibility for submitting the proposal.
- There is no upper limit of eligible consortium size. Consortia may involve as many partners as necessary to achieve the project goals. However, applicants should be aware that a higher number of represented countries in a consortium will not automatically result in a positive evaluation of the proposal. There is also no upper limit of partners from the same country, unless stated otherwise in the National Regulations.
- Partners who are not eligible for funding, including partners from countries not participating in this call may participate at their own expense or if they have their own separate source of funding. The applicants have to prove (letter of intent/commitment) the willingness of other partners to fund their own activities. They have to follow the rules given in this Call Announcement. However they cannot coordinate a project and their contribution to the project should not be vital. They are not taken into account in the minimum requirement of eligible partners and countries in the MarTERA eligibility criteria
- The eligibility of each applicant has to be checked according to the national criteria published in the National Regulations before submission.
- The pre-proposal and the full proposal must be submitted correctly and completely before the respective deadlines via the MarTERA Submission Tool (www.martera.eu/) according to the Application procedure and the Guidelines for proposal submission (which are published in the submission tool by call opening). Applicants should note that failure to comply with the submission rules will cause ineligibility of the project and therefore exclusion from the application process.
- The proposal must be written in **English**.
- Each pre-proposal submitted correctly and on time will be checked for eligibility as a whole. This means that failure of one partner within the consortium to meet the criteria will cause the entire project to be rejected.

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

The call schedule is shown in the table below:

Time Schedule of the co-funded Call	
First Step: Submission of pre-proposals	
31 March 2017 (17:00 CET)	Deadline submission of the pre-proposals
31 May 2017	Communication of eligibility check and evaluation outcomes to the research project coordinator

Second Step: Submission of the full proposals	
08 September 2017 (17:00 CET)	Deadline submission of the full proposals
30 November 2017	Evaluation outcomes and funding recommendations to the research project coordinators
From December 2017	Start of the Contract negotiations
Early 2018	Start of the research & Innovation projects

1.2 National Contact Points

Correspondence should be directed to:

Corinne Muscat Terribile,
The Malta Council for Science & Technology
Villa Bighi, Kalkara KKR 1320, Malta
E-mail: corinne.muscat-terribile@gov.mt

1.3 Definitions

Research and Development is defined as 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, and includes:

(a) Basic Research comprising activities undertaken for the advancement of scientific or technological knowledge that may draw on existing knowledge gained from research and practical experiences and is directed to produce new materials, products and devices, the implementation of new processes, systems or services, or to substantially improve those already produced, installed or existing;

(b) Applied Research where a final specific application is in view;

(c) Development involving the use of the results of basic or Applied Research as aforesaid for the purpose of creating new or of improving existing material, devices, products or processes, but excludes routine or periodic design, testing and analysis of equipment or products for the purposes of quality or quantity control, routine or periodic alterations to existing products or processes, or routine activities where there is no appreciable novelty or problem resolution.

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

MarTERA Project Consortium involves researchers from at least two countries that are members of the MarTERA Consortium and that are providing funds for this Joint Call. Additional researchers from other countries are welcome in a project consortium, but will have to fund their own contribution to the research project.

Industrial Entity is defined as a Maltese Legal Entity having more than 50% private shareholding, 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, and have the financial means to execute the project and a potential to use the results. In addition to research and innovation contributions and knowledge transfer, the entity may contribute to the MarTERA Project Consortium by developing, testing, commercializing or using such a product or service. Provided that a registered NGO, or a Professional Body as defined in this Section is considered as forming part of this definition.

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

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.

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 practise 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.

Applicant means anyone eligible for participation in a MarTERA Project in terms of these Rules for Participation and who consequently applies for funding under this joint initiative.

Project Contact Point is the individual, appointed to act on behalf of the Applicant and who is responsible for communicating with the Council about the MarTERA Project.

2. Eligibility for Participation

2.1 Eligibility for Participation

Any Industrial Entity and any Public Entity as described in Section 1.3 may apply for a MarTERA project and will be eligible for funding subject to the terms and conditions laid out in this document as well as in the MarTERA Guide for Applicants.

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

Applicants, who fall within the definition of Industrial Entity, will be required to provide (together with their application) the following documents which will be considered during the evaluation:

- Memorandum & Articles of Association or other constitutive document;
- Audited financial statements for last 3 fiscal years (2 sets).

In the event that the Applicant is a start-up and the above documents are not available, the Applicant 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

In the event that the evaluation may result in too high an exposure risk to the Council, the Applicant will no longer be entitled to participate in the project.

Any application submitted by or including the participation of any legal person or legal entity having, in totality or in majority ownership, the same shareholders, partners or persons holding and / or exercising a controlling power in any other legal entity which will have been at any time prior to such application declared as non-compliant or defaulting on any other contract or agreement entered into with the Council, shall be automatically declared as inadmissible.

2.2 Eligibility under the State Aid Regime

This joint initiative 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 are required to ensure 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.

Each undertaking must complete and execute the State Aid *de minimis* declaration form given to them by the Council prior to benefitting from the funding under this joint initiative.

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 joint initiative. 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.

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Undertakings active in the sector of agricultural production means undertakings active in the primary production of agricultural products. Agricultural products are those products listed in Annex I to the Treaty.

† Undertakings active in the fisheries and aquaculture sector means undertakings active in the production, processing and marketing of fisheries products which covers both products caught at sea and the products of aquaculture. Fishery products are listed in Article 1 of Council Regulation (EC) No 104/2000 of 17 December 1999 on the common organisation of the markets in fishery and aquaculture products.

3. Funding Criteria

The funds for the national beneficiaries participating in the MarTERA consortium will be made available in accordance with these rules and regulations.

3.1 Submission of Project Proposals to MarTERA

Proposals will be submitted, evaluated and decided upon according to the procedures described in the MarTERA Guide for Applicants.

Submissions should only be made via the MarTERA online submission system: www.martera.eu.

3.2 Project Duration

The duration of a project should be a maximum of 36 months.

The projects are expected to start not later than five months after the conclusion of the Grant Agreement.

3.3 Grant Value

The total maximum National Budget for this Call is of €50,000.

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

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

3.4 Project Contact Point

The Applicant shall appoint a Project Contact Point. The Project Contact Point shall have the following responsibilities:

- To ensure compliance with their obligations in terms of the Contractual Agreement;
- To compile Travel, Periodic Reports and Final Reports including their timely submissions and effective execution of the project;
- To execute the project activities according to set timeframes and deliverables.

3.5 Activities and Deliverables

Eligible Activities

The following activities are eligible:

- Collaborative Research & Interdisciplinary Projects that can promote R&I, mobility & training, Seminars & Workshops (incl. midterm scientific meeting and final workshop).

- The call expects projects based on complementarities between scientists, disciplines & countries, & sharing of knowledge in a broad scope of research topics.
- It aims to promote international collaboration to respond appropriately to the global stakes & challenges.

Mandatory deliverables

The project plan must give details of certain activities which are required by the Council's R&I Unit. These should be included as deliverables in the project proposal and include:

1. A showcase of the project to the general public by the national project partner through:
 - The publication of 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.
 - The organisation of at least one half-day event to be held at the Council's premises or as otherwise directed by the Council's R&I Unit.
2. Reporting on project progress as per the list hereunder in line with the templates provided by the Council;
 - End of Stage Technical and Scientific reports;
 - End of Stage Financial report;
 - End of Project Technical and Scientific Report;
 - End of Project Audited Financial Report

The reports are to include sufficient evidence on the achievement of the project objectives as well as the parameters indicated in the application.

Changes to the project objectives, work-packages and all the parameters committed in the applications are to be detailed, justified and approved by the Council's R&I Unit.

Recommended deliverables

Further to the mandatory deliverables, the Council invites applications to also include deliverables as recommended below:

1. Monograph/s and/or peer-reviewed paper/s for accepted publication in international journal/s of repute based on the work carried out through the Project. The subscription levels or Impact Factor of journals are important considerations. Similar papers published on open source media would also be considered favourably.
2. Oral presentation/s at international conference/s on the work carried out through the Project;
3. 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.
4. Registration of a patent or other Intellectual Property Rights stemming from the Project, in Malta as well as in any other country;

5. Commercial commitments such as technology innovations to be included in a partner's existing product or service.
6. Commercial commitments such as technology transfer licences.

3.6 Confidentiality of Submissions

Unless otherwise indicated, all project application submissions except for the abstract shall be treated in strict confidence.

4. Actions to be funded

The following actions will be eligible for funding:

- a. **Collaborative research**, accounting for an impact, demand and policy driven research, accounting also for a relevant technology dimension and inclusion of SMEs.

The collaborative research is a joint undertaking by a partnership of institutions ("consortium") designed to produce new knowledge through scientific research, whereby each team within the partnership actively pursues specific task objectives with a view to pooling the results to contribute to the achievement of a set of common, well-defined project objectives. Collaborative research should take into account to develop an impact, demand and policy driven research, also accounting the inclusion of SMEs and enhancing innovation.

- b. **Innovation**, including prototype development and demonstration actions.

In particular, it is a joint undertaking by a partnership of institutions ("consortium") designed to bridge the gap between the outcomes of research projects and commercialisation, by supporting activities related to the first application and further market uptake of innovative techniques, processes, products or services, and helping overcome barriers that could hamper their commercial success.

Some combination of the above mentioned activities is possible or even desirable. As a basic condition, all projects must be collaborative research projects. Therefore, it will be mandatory for each proposal to include at least action a) (Collaborative research).

5. List of Eligible and Ineligible Costs

5.1 Eligible Costs

Eligible direct costs are those costs incurred directly by the national beneficiaries 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 on 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 national beneficiaries, in terms of Section 3.2.

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

Project Grant means the granted funding provided.

The Eligible costs are:

• **Actual Personnel Costs**

There is no limit on the number of employees per project. Overall value of Existing Personnel Costs typically cannot exceed 20% of project value. Proposals with Personnel Costs exceeding 20% of the project value need to be discussed at application stage. Personnel Costs related to Project Management are limited to 10% of the project value.

• **Researchers, operators and students employed specifically for the project**

These 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.

• **Specialised equipment and research consumables**

Purchase of specialised equipment including software. 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.

• **Travel and Substinence**

Applicants which are not regulated by the Public Contracts Regulations (Chapter 174.04 of the Laws of Malta) are required to obtain three quotations for purchases related to travel.

• **Other**

Other operating expenses directly related to the project.

• **Scientific information**

Access to scientific information sources including databases and publications. Details have to be submitted at application stage.

Eligible Costs are to conform to the following and are subjective 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.
- Applicants which are not regulated by the Public Contracts Regulations (Chapter 174.04 of the Laws of Malta), are required to obtain three quotations from potential suppliers in the event of purchases of a value above two thousand five hundred Euro (€2,500).
- While it is not mandatory to select the cheapest offer, the choice of supplier should be justified in writing by means of a concise note.
- When it is not possible or feasible to obtain quotations, a concise justification note should be made by way of explanation.
- Commercial transactions between any Applicants or consortium partners, or between any Applicants or 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 the public call and interview process.

The percentage of costs attributed to each category should be proportional and rationalised as this will be taken into account during the evaluation stage.

Overheads will be covered at 10% of direct eligible costs, excluding the costs of (1) subcontracting and (2) items of equipment and consumables. Audit expenses should be included in the indirect cost pool.

5.2 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.
- 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.
- Personnel hours for travelling.

Project management shall not be subcontracted. Any such costs are deemed to be ineligible.

Subcontracting shall not be allowed. In the event that an extraordinary case presents itself in which subcontracting is required a request with necessary justification is to be presented to the Council. It shall be within the Council's discretion whether to accept such a request or otherwise.

6. Evaluation

Project applications will be first checked for eligibility by both the call secretariat as well as the individual participating countries. Proposals that pass the eligibility check will then be evaluated by MarTERA in accordance with their stipulated evaluation criteria as stated in the MarTERA Call Announcement.

6.1 National eligibility criteria

As a second step, the Call Secretariat asks the members of the Executive Committee of Funding Parties to check and confirm the eligibility of Applicants participating in a proposal consortium according to these rules and regulations.

To receive funding, Applicants must be eligible for funding by the national funding organisations participating in the call. All participants in a bidding consortium should check their eligibility in the guide provided by their potential national funding organisations/agencies at the earliest possible stage.

6.2 Scientific Evaluation

The evaluation process is stipulated in the MarTERA Call Announcement. Only proposals that have passed the eligibility checks will be addressed to the Scientific Evaluation Committee to be evaluated. The evaluation committee will review by itself the different projects according to evaluation criteria. The final selection of funded projects is performed by the Call Board based on the ranked list provided by the Scientific Evaluation Committee. All the applicants will be informed by the Call Secretariat of the final results and a Scientific Evaluation Committee report will be sent.

All proposals submitted will be treated confidentially by the MarTERA Partners and their appointed evaluation experts.

7. Post Selection Process

7.1 The Grant Agreement

For each collaborative project approved for funding, individual **Grant Agreements** will be signed between the Applicant and the Malta Council for Science and Technology. This Agreement will regulate the transfer of funds to national beneficiaries based on these regulations. They will establish the legal ground for project funding according to these rules and regulations.

Following the final decision taken by the MarTERA Executive Committee of Funding Parties, the Call Secretariat will present all necessary documents to the Council in order to start in-parallel contract negotiations with the national beneficiaries which have been selected for funding. The final consortium agreement must be signed before the conclusion of the national Grant Agreement.

Overall consistency between all contracts / agreements will be ensured by the Members of Executive Committee of Funding Parties.

The Call Secretariat will be responsible for the overall monitoring of the projects according to the terms set out in the Terms of Reference.

The outcome will contribute to the overall evaluation of the MarTERA Joint Call.

The Council reserves the right not to proceed with signing any National Grant Agreement in the event that it results that doing so would be too high an exposure risk to the Council.

The Project Contact Point must provide two (2) images related to the project and an abstract upon signing the Grant Agreement. These will be used to publicise the award.

7.2 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.

In view of the particular nature of the Grant Agreement, the said agreement will not be signed simultaneously by all parties but will be signed by all the parties separately. Each party will signify the date of signing and the Grant Agreement will come into force on the date on which the final signature is made thereon (hereinafter the "**Agreement Date**").

Between the Agreement Date and the Start Date, the Project Contact Point should ensure that all activities required for a smooth project start are completed.

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

7.3 Double Funding

Funding under this joint initiative is made available on the basis that the Applicant has not 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 joint initiative. Provided that, in the case where the application covers work that is part of a larger project, the Applicant 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.

The Applicant will be required to sign a declaration to this effect and authorising the Council to exchange essential information related to the project with other funding agencies, both local and overseas, for any necessary checks.

8. Funding, Management and Progress Monitoring

8.1 Allocation and Disbursement of Funding

Following the termination of the project or expiry of the Grant Agreement, the Project Contact Point will be required to submit a Final Technical and / or Scientific Project Report for the whole project, thus covering the work undertaken.

8.2 Dissemination & Externalisation

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

'Project <Project Name> funded through MarTERA joint initiative of Members States, Associated Countries and Participating Countries'

Any websites or printed material related to the project should also include the Council logo, and the MarTERA logo. Such material should follow the specifications described in the Council's and MarTERA Guidelines. For copies of all the logos vide Annex 1.

During the Term of Agreement and for five (5) years thereafter, the Applicant shall include and prominently feature the Council and MarTERA in any publicity related to the project.

All publicity material shall be vetted and approved by the Council's R&I Programmes Unit before publication and should make mention of MarTERA and the Council. In the case where printed material is published without a mention of MarTERA and the Council, the Applicant 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 MarTERA call. In the case where such publicity does not mention the MarTERA joint initiative and the Council, associated costs will be considered ineligible.

8.3 Reporting

On the last day of a stage, an end of stage technical report is to be presented to the Council. An end of stage financial report is then to be submitted within one month from the end of the stage.

On the last day of the project, the Project Contact Point is required to submit a final Technical Project Report. Audited accounts are to be presented within one month from the end of the project.

The Council reserves the right to request additional project-related information.

Approval of the stage reports allows the beneficiary to proceed with the next stage of the project. Approval of the final reports permits the release of the retention.

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 Applicant 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.

8.4 Supervening Circumstances

The Project Contact Point is obliged to immediately advise the Council's R&I Programmes Unit 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 project application and the completion of the project.

The Council's R&I Programmes Unit shall then, at its own discretion either give such directives as it deems necessary for the furtherance of the project or re-assess the project in its entirety accordingly.

Failure on the part of the Project Contact Point to respect this obligation may lead the Council to suspend or terminate funding for the project and request a refund of funds already paid out.

If during the course of a project a partner withdraws from the MarTERA Project Consortium, the Applicant will immediately advise the Council's R&I Programmes Unit. In this event, the relevant articles of the MarTERA Project Consortium Agreement and the National Grant Agreement shall apply.

8.5 Default

If the implementation of a project becomes impossible or if the Applicant fails to implement it, the Council shall be entitled to collect refunds of money already paid out.

8.6 Interpretation of Rules

This document endeavours to establish comprehensive and unambiguous rules governing participation in the MarTERA joint initiative. However, should circumstances arise where the rules are inadequate, unclear, ambiguous or conflicting, the Council's R&I Programmes Unit shall exercise its discretion in the interpretation of the rules through the setting up of an *ad hoc* committee.