



MarTERA – Maritime and Marine Technologies for a new era – Call 2020

National Rules for Participation – For Public Entities and Research and Dissemination Organisations

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

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 seas and 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 sub-themes chosen for this call will fall within these 5 Priority Areas (PAs):

- PA1: Environmentally friendly maritime technologies
- PA2: Innovation concepts for ships and offshore structures
- PA3: Automation, sensors, monitoring and observations
- PA4: Advanced manufacturing and production
- PA5: Safety and security

Each Priority Area has an assigned list of topics. Please consult the Priority Areas Matrix which can be found annexed to the MarTERA Call Announcement to confirm the topics that are being funded by the Council.

Projects under MarTERA can undertake Industrial Research or Experimental Development. The Council will be funding these two research work categories.

Please consult with the MarTERA Call Announcement for a more detailed description of each topic.

Each project proposal must be in accordance with the following:

- The proposed research and innovation project must be consistent with the scope and objectives of this call and with the national / regional thematic priorities of the countries / regions involved in the project (see Priority Areas Matrix). National / regional priorities are described in the National Regulations and/or can be communicated by the National Programme Managers (NPMs).
- The proposed project must relate to (at least) one of the sub-themes listed in the Priority Areas Matrix 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 European Member States or associated countries participating in the call** (Belgium, France, Germany, Malta, Norway, Poland, Portugal, Romania, Spain and Turkey) can apply for funding. Legal entities from Belarus and South Africa are eligible for funding but their consortia must have at least two independent legal entities from at least two different European Member

- States or associated countries that are participating in the call. The presence of effective collaboration must be clearly described in the proposal.
- The project proposal **must involve industry**.
 - The proposal should strive to be balanced between the countries involved in the project as far as the volume of work is concerned.
 - There is no upper limit on 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. With regards to Maltese participation, there is no upper limit on the number of national partners in a project consortium.
 - Researchers from other countries can participate in a project proposal on the condition that they provide written proof that their part of the project will be covered independently from this call (i.e. in kind) however they cannot act as a project coordinator and their contribution to the project should not be vital.
 - In every proposal, one of the entities must act as the Project Coordinator who has the responsibility for submitting the application on behalf of the Consortium.
 - The eligibility of each applicant must be checked according to the national criteria published in the National Regulations before submission.
 - The proposal must be written in **English**.
 - Each 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.

1.2 National Contact Point

Correspondence should be directed to:

The Malta Council for Science & Technology
Villa Bighi, Kalkara KKR 1320, Malta
E-mail: international.mcst@gov.mt

1.3 Definitions

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

Arm's length means that the conditions of the transaction between the contracting parties do not differ from those which would be stipulated between independent enterprises and contain no element of collusion. Any transaction that results from an open, transparent and non-discriminatory procedure is considered as meeting the arm's length principle.

Council refers to the Malta Council for Science and Technology

Effective collaboration means collaboration between at least two independent parties to exchange knowledge or technology, or to achieve a common objective based on the division of labour where the parties jointly define the scope of the collaborative project, contribute to its implementation and share its risks, as well as its results. One or several parties may bear the full costs of the project and thus relieve

other parties of its financial risks. Contract research and provision of research services are not considered forms of collaboration.

Eligible 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.

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 in the grant agreement.

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.

Lead Agency is Project Management Juelich which is the lead entity that is managing the MarTERA initiative.

Legal Entity means any entity created within the European Economic Community, having an operating base in Malta and which has legal personality, which may, acting under its own name, exercise rights and be subject to obligations.

National Programme Manager (NPM) is the nominated Council delegate representing MarTERA

Operating base in Malta means if the legal entity:

- a. owns, leases, or has been given the right of use by a third party, an adequate premises from where to conduct an eligible economic activity in the region of Malta;
- and
- b. employs at least one person that is based in Malta and is liable to pay income tax in Malta.

Project Value means the entire project budget including any co-financing.

Project Grant means the granted funding provided.

Partner is defined as a partner in a consortium of a funded transnational project

Personnel costs means the costs of researchers, technicians and other supporting staff to the extent employed on the relevant project or activity

Project Coordinator is one of the beneficiaries of a project consortium that is appointed as the single point of contact between the Lead Agency and/or the funding bodies and the consortium partners from proposal submission to project end. He/she will have the responsibility of ensuring that all the partners involved in the consortium are eligible and supervises the project workflow with the help of WP leaders. Additionally, he/she will be required to submit the project application on behalf of the consortium and must also compile and submit reports / deliverables to the funding bodies which in turn will relay these documents to the Lead Agency. Can also be referred to as **Principal Investigator**.

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 Project.

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 Service refers to all Ministries and Departments; and 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. 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, provided that the entity's ongoing education and research is scientifically in line with the subject of the application being submitted during this call provided that the higher education entity must be in possession of a license for Higher Education according to the Further and Higher Education (Licensing, Accreditation and Quality Assurance) Regulations – Subsidiary Legislation 327.433. This does not include the license for a tuition centre.

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) **Fundamental Research** means experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, without any direct commercial application or use in view
- b) **Industrial Research** means the planned research or critical investigation aimed at the acquisition of new knowledge and skills for developing new products, processes or services or for bringing about a significant improvement in existing products, processes or services. It comprises the creation of components parts of complex systems, and may include the construction of prototypes in a laboratory environment or in an environment with simulated interfaces to existing systems as well as of pilot lines, when necessary for the industrial research and notably for generic technology validation
- c) **Experimental Development** means acquiring, combining, shaping and using existing scientific, technological, business and other relevant knowledge and skills with the aim of developing new or improved products, processes or services. This may also include, for example, activities aiming at the conceptual definition, planning and documentation of new products, processes or services.

Experimental development may comprise prototyping, demonstrating, piloting, testing and validation of new or improved products, processes or services in environments representative of real life operating conditions where the primary objective is to make further technical improvements on products, processes or services that are not substantially set. This may include the development of a commercially usable prototype or pilot which is necessarily the final commercial product and which is too expensive to produce for it to be used only for demonstration and validation purposes.

Experimental development does not include routine or periodic changes made to existing products, production lines, manufacturing processes, services and other operations in progress, even if those changes may represent improvements;

Research and knowledge-dissemination organisation means an entity (such as universities or research institutes, technology transfer agencies, innovation intermediaries, research-oriented physical or virtual collaborative entities), irrespective of its legal status (organised under public or private law) or way of financing, whose primary goal is to independently conduct fundamental research, industrial research or experimental development or to widely disseminate the results of such activities by way of teaching, publication or knowledge transfer. Where such entity also pursues economic activities, the financing, the costs and the revenues of those economic activities must be accounted for separately. Undertakings that can exert a decisive influence upon such an entity, in the quality of, for example, shareholders or members, may not enjoy preferential access to the results generated by it;

Start of Works means the earlier of either the start of construction works relating to the investment, or the first legally binding commitment to order equipment or any other commitment that makes the investment irreversible. Buying land and preparatory works such as obtaining permits and conducting feasibility studies are not considered start of works. For take-overs, 'start of works' means the moment of acquiring the assets directly linked to the acquired establishment;

Start Date means the date which is stated in the grant agreement for the official start of the project.

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.

2. Eligibility for Participation

2.1 Partner Eligibility

Any Public Entity / Research and knowledge-dissemination organisation operating in Malta as defined in Section 1.3 may apply and will be eligible for funding subject to the terms and conditions laid out in this document.

Applicants who have other funded projects with the Council and are in default, and/or have gone beyond the timelines of the project, are not eligible to participate.

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.

3. Funding Criteria

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

3.1 Project Duration

Project duration should be a maximum of three (3) years. The earliest possible starting date for projects will be fixed at the beginning of the contract negotiations with the national funding organisations.

3.2 Application Process

Applicants are to submit an application for assistance under this scheme before the start of works.

The application process consists of a two-stage submission process. The pre-proposal and the full proposal are required to be submitted electronically by the project coordinator via the MarTERA Online Submission Tool.

Additionally, a National application form is to be submitted by each national applicant via e submissions.mcst@gov.mt.

Only complete National Application Forms shall be considered.

3.3 Submission Deadline

Deadline for submission of pre-proposal is **(EXTENDED) 24th April 2020 (17:00 CET)**.

Deadline for the submission of National Application Form is **24th April at 23:59 CET**

3.4 Grant Value

The total maximum National Budget for this Call is €300,000.

The maximum amount national partner/s can request per project is €300,000.

Funding for successful project submissions will be based on 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.

3.5 Project Contact Point

The national applicant/s shall appoint a Project Contact Point/s. The Project Contact Point/s shall have the following responsibilities:

- To ensure compliance with their obligations in terms of the Contractual Agreement;
- To compile Periodic Reports and Final Reports including their timely submissions and effective execution of the project;
- To ensure submission of all required financial reporting as per the contractual obligations for the partner.
- To execute the project activities according to set timeframes and deliverables.

3.6 Deliverables

Mandatory deliverables

The project plan must give details of certain activities which are required by the Council. 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 (2) 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 (1) half-day event to be held at the Council's premises or as otherwise directed by the Council.
2. By the end date of the project, the Applicant shall be required to provide a proof of submission of an article to an open access peer-reviewed journal.
3. 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.

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 (in line with non-State Aid declarations included in the National Application Form).
5. Commercial commitments such as technology innovations to be included in a partner's existing product or service (in line with non-State Aid declarations included in the National Application Form).
6. Commercial commitments such as technology transfer licences (in line with non-State Aid declarations included in the National Application Form).

4. List of Eligible and Ineligible Costs

4.1 Eligible Costs

Eligible costs are those costs incurred directly by the project partner during the duration of the project and used primarily for the purpose of achieving the objectives of the project.

All expenses must be incurred between the Start Date and the End Date of the project and must be limited to the budgeted value.

a) Personnel Costs

Permissible number of hours funded by under this programme to work on project-related tasks – Maximum of 10 hours/ week/**existing employee** (as part of their normal working hours and allocated research quota in their contract).

Existing employees that have exhausted their research quota, can apply for pro rata payment – Maximum of 10 hours extra per week (for management, supervisory or research tasks only). This needs to be permissible within their contract of employment.

Total funded hours for **existing employees** will not exceed 20% of the project value.

Personnel costs related to **Project Management** are limited to 10% of the project value and form part of the 20% limit imposed on existing personnel cost threshold. 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 10% maximum referred to in Section 4.1.1(g) for subcontracting costs.

The salary of senior researchers, researchers, technicians, operators and research support assistance, that are **specifically employed** on the project, will not form part of the personnel cost limit of 20% of the project value. This provision is not applicable to existing personnel that are provided with separate part time contracts to extend their working hours with the entity, for the purpose of the project.

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
Management or equivalent	Up to € 39.51/hour	Max 2 per project
Senior Researcher* or equivalent	€ 22.83/hour to € 32.09/hour	Max 2 per project
Researcher* or equivalent	€ 12.66 to € 22.81/hour	Max 2 per project
Operational, technician, research support assistant or equivalent	Up to € 12.65/hour	

The rates stated in the table above are for the year 2020. 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. Individuals possessing a high level of experience in industry can still be considered.

*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 application along with the number of hours on the project per individual.

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 applicant.

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.

b) 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.

c) Travel and Subsistence

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.

For the attendance of consortium meetings, only 1 person will be eligible to attend the meeting.

For the attendance of international conferences, only 1 person will be eligible to attend per six (6) months.

Eligible costs under this section include the cost of economy flights, public transport and other expenses that have been incurred for the purpose of the project after selection of the most economic solutions. Per diems are payable for travel up to a maximum of 14 days in a row.

d) Other Operating Expenses

Other operating expenses incurred directly as a result of the project. These must be approved beforehand by the Council and must not fall under ineligible costs.

e) Costs of IP and knowledge transfer activities

Costs of knowledge transfer activities and patents bought or licensed from outside sources at arm's length conditions.

f) Overheads

Overheads will be covered at 20% of direct eligible costs, excluding the costs of subcontracting. Overheads for equipment and consumables will be covered at 10% of direct eligible costs. Overheads for equipment are capped at a maximum of €500 per piece and overheads for all consumables are capped at a maximum of €500.

g) Subcontracted activities

Subcontracted activities shall be allowed up to a limit of 10% of the project value, provided that prior approval is attained from the Council before subcontracting to ensure fair procurement procedures.

Additional Provisions

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 any value, private entity partners are required to demonstrate adequate marketing testing, obtaining three (3) quotations from three (3) different, independent and relevant sources.
- Public entity partners are to follow Public Procurement Regulations in their entity.
- Any calls for the recruitment of staff on a project is to be conducted in a strictly transparent manner and is to include a public call in the form of an advert published in a Sunday newspaper (minimum size of advert: 2 columns by 8cm) and interview process.

- 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. All transactions need to be carried out in line with the arm's length principle outlined in Section 1.3.

Aid Intensity

The financial contribution to a Partner where State Aid is not applicable shall be 100% of the eligible costs incurred by that Partner.

Should in any point in time the Council or any other relevant entity deems that the project constitutes State Aid, the beneficiary will be required to follow State Aid Regulations and this in turn may or may not result in the recovery of funds.

4.2 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.
- Any other costs not listed down in Section 4.1.1 and 4.1.2.

5. Evaluation

Proposal applications will be checked for eligibility by both the Lead Agency of the initiative as well as the individual participating entities. Apart from the overall proposal submission done by the proposal coordinator through the online submission platform of the MarTERA website, national partners will be required to submit a **National application form** to the Council which may be downloaded from the Council's website or by contacting the Council.

The Council may undertake a due diligence exercise through its contractors for the purpose of administrative compliance. Further assurances, such as bank guarantees, may be required at the discretion of the Council.

Proposals that pass the eligibility check will then proceed to the scientific evaluation phase. Further information on this process is found in the call text.

6. Post Selection Process

6.1 The Grant Agreement

For each project approved for funding, individual **Grant Agreements** will be signed between the successful Applicant and the Malta Council for Science and Technology. This Agreement will act as the basis for project funding and will regulate the transfer of funds to national beneficiaries based on these regulations.

The Project Coordinator has to decide with the project partners on a common start date for the project and send this information to all the funding bodies involved in funding this project in order to ensure that the National Contracts are synchronised in time to cover all the periods of the project.

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.

6.2 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.

6.3 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.

6.4 Project Extensions

Time extension requests are unlikely to be accepted unless these are due to extenuating circumstances that are deemed by the Council as having been unavoidable by the partners following all efforts and best practice project management. In exceptional cases, even through the Council may deem a request for extension as valid, this would need to be endorsed by the other funding agencies of the participating

partners in the project consortium, and vice versa. The Lead Agency must also be informed of such extensions and approval sought. If a common agreement is not reached between the funding bodies, the request will automatically be declined.

7. Funding, Management and Progress Monitoring

7.1 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 Project Report for the whole project, thus covering the work undertaken.

For the purpose of funding and reporting, a project submission shall be divided into a number of Stages. Each Stage shall be of twelve (12) months duration. Funding for any one Stage shall not exceed 80% of the total project financial contribution due. 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:

1. For the first Stage, the Council will make an initial advance payment of 100% of the due financial contribution in relation to that particular Stage. This will be calculated on the Applicant's component of projected expenditure for that Stage, and include both direct and indirect costs.

In the case of a single-Stage project (one 12 month period), the Council will make an advance payment to the applicant equivalent to 80% of the due financial contribution calculated on the projected costs. This will include both direct and indirect eligible costs.

2. At the end of each Stage, the Project Contact Point will be required to submit a Technical Stage Report and a Financial Stage Report to the Council with details of actual expenditure over the past stage, together with an updated forecast of projected expenditure for the following stage. Both stage reports have to be approved by the Council before moving to the next stage. This should be in line with the templates for stage and final reports as provided by the Council and which may be downloaded from the Council's website.
3. For the second and subsequent Stage, the Council will calculate the due financial contribution in relation to that particular Stage based on the Financial Stage Report submitted. This contribution will be calculated as forecast eligible expenditure, adjusted for any overspend or underspend of the preceding Stage.
4. Except for the final Stage of the project, the Council will make an advance payment equivalent to 100% of the due financial contribution in relation to that particular Stage, calculated as in bullet (3) above.
5. For the final Stage of the project, the Council will make an advance payment of up to 80% of the due financial contribution calculated as in bullet (3) above. However, the Council shall retain 20% of the total project grant to be transferred only upon successful completion of the project.
6. Following the termination of the project or expiry of the Grant Agreement, the Project Contact Point will be required to submit a Final Technical Project Report together with a Final Financial Report for the whole project, thus covering the work and expenditure undertaken. The Final Financial Report needs to be audited by a certified auditor appointed by the Applicant and approved by the

Council once submitted. The audit should determine the total eligible costs and compare these to the funds forwarded. The Council reserves the right to appoint an auditor to audit the Project Financial Audit as submitted. Failure to submit a timely audited Financial Report may result in the Council recovering all funds disbursed across the project.

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

The Council reserves the right to alter the funding parameters as deemed appropriate.

7.2 Dissemination & Externalisation

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

'Project <Project Name> funded by the Malta Council for Science and Technology through the MarTERA joint initiative of Member 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.

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 before publication and should make mention of the initiative and the Council. In the case where printed material is published without a mention of the initiative and the Council, the Applicant shall be obliged to publish a correction at its own expense in the subsequent issue of the publication.

By the end date of the project, the Applicant shall be required to provide a proof of submission of an article to an open access peer-reviewed journal.

7.3 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.

The project contact point shall set a schedule for quarterly progress meetings with the Council to take place as part of the reporting work package.

The templates provided by the Council should be used to develop the End of Stage Technical and Financial Reports as well as the Final Technical and Financial Reports.

The End of Stage Technical and Financial Reports shall contain the following details:

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

The beneficiary shall appoint an auditor to conduct a detailed financial audit, following the completion of the project. The audit will consist of, at least, the following checks:

- Accounts
- Physical inventory
- Time-sheets and payslips / employee contracts
- Receipts for all equipment and consumables
- Bank statements for the Project Account

7.4 Accountability

The beneficiaries shall keep a separate project bank account and records, clearly distinguishable from their other accounting records. All relevant expenses must be recorded in these accounts. All funding payments by the Council must be deposited in the project bank account.

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

7.5 Supervening Circumstances

The Project Contact Point is obliged to immediately advise the Council 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, at its own discretion, shall 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 Project Consortium, the Applicant will immediately advise the Council. In this event, the relevant articles of the Project Consortium Agreement and the National Grant Agreement shall apply.

7.6 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.

7.7 Interpretation of Rules

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

8. Confidentiality of Submissions

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

The data collected by the Council via the application for the aid and its subsequent processing by the Council to evaluate data subject's request for aid under the Scheme is in line with:

- i. The National Rules for Participation;
- ii. Data Protection Act, Chapter 586 of the Laws of Malta and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- iii. The legitimate basis to process personal data submitted by the data subject by virtue of his/her written application for aid is Regulation 6 (1)(b) of the General Data Protection Regulation ("GDPR"), as 'processing is necessary in order to take steps at the request of the data subject prior to entering into a contract'.

Further information may be found within the National application form.

Annex I

National Rules Version 2 – Amendment to overheads and inclusion of aid intensity clause in Section 4.1

