



**COMMERCIALISATION
VOUCHER
PROGRAMME**

Rules for Participation

**RULES FOR
STATE AID DE MINIMIS
(OPTION A)**

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1.0 Introduction

1.1 FUSION - the R&I Programme

FUSION is a national funding programme that drives and supports local Research and Innovation (R&I), whilst providing the necessary funding for researchers and technologists to transform their innovative ideas into market-ready realities. FUSION is supported through Malta Government funds and is managed by the Malta Council for Science and Technology (MCST) as the Managing Authority.

The main objectives of FUSION are:

- To raise the level and profile of locally funded research
- To ingrain R&I in the heart of the Maltese economy
- To spur on knowledge-driven and value-added growth
- To sustain improvements in the quality of life

These objectives can be achieved since the results of research and innovation have the potential of translating themselves into commercial activities. Such undertakings would generate a multiplier effect on the economy by increasing Malta's competitiveness through the creation of additional high-value and knowledge intensive employment opportunities in Malta's priority industries.

FUSION is a portfolio of various programmes. Every programme has been designed with an objective to offer the essential mentoring and financial support to researchers and technologists to enable them to develop their ideas for the betterment of society.

1.2. The Commercialisation Voucher Programme

The Commercialisation Voucher Programme offers financial support to researchers who want to improve, develop, and commercialise their technical as well as non-technical ideas. The Commercialisation Voucher system is to act as a demand side measure and is specifically designed to entice user driven innovation, with the aim of increasing research, technological development, and innovation activities for the eventual, industrial implementation thereof.

Quite often, although enterprises may have original ideas, they might lack the in-house expertise and innovation management skills to perform the required research activities which enables them to eventually develop these ideas into new products and services. Moreover, their capacity to hire skilled people for innovative projects and activities may also be limited. All these factors preclude them from gaining access to external knowledge, a crucial element if they are to maintain their level of competitiveness. On the other hand, researchers often have the knowledge and technical expertise to transform a concept or idea into an innovative technology, product, or service however they require support to identify the market potential and commercialise their discovery.

The FUSION Commercialisation Voucher Programme addresses both these issues by offering support to local researchers and enterprises. Furthermore, the Programme facilitates the access which businesses can have to external knowledge, and it ultimately improves their level of competitiveness. In addition, it helps researchers seek the market potential for their ideas. The Programme supports knowledge transfer between organizations and offers researchers the possibility to develop their ideas into products and/or services which have market applicability. The Commercialisation Vouchers are primarily intended to assist prospective applicants of the FUSION Technology Development Programme to better prepare themselves in terms of project proposal and validation.

The Commercialisation Vouchers will fund the following activities:

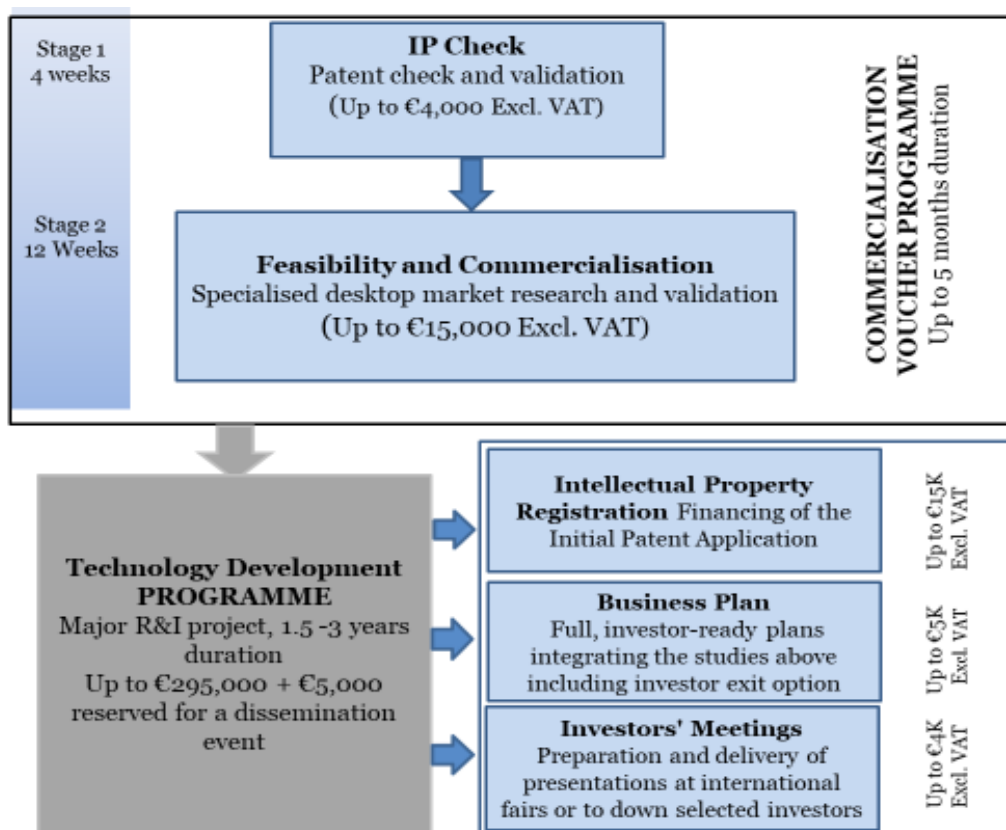


Figure 1: Sequential Phases of FUSION

1.3. Contact

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1.4. Definitions

Activity can be defined as the tasks which will be performed and funded through the Commercialisation Voucher Programme

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

Beneficiaries are Programme applicants who have been granted funding under this Scheme. This scheme will cover both beneficiaries which are deemed as undertakings that carry out an economic activity within the meaning of Article 107 TFEU (under these Rules for Participation), as well as those which are not (under the Rules for Participation: Rules for non-State aid (Option B)).

Commercialisation Voucher entitles the Beneficiary to be reimbursed for services rendered by an MCST approved Service Provider to carry out activities funded through this Programme. The fees are agreed beforehand by the MCST.

Council refers to the Malta Council for Science and Technology

Evaluators are members of the MCST's Proposals Evaluation Board who provide evaluation services of proposals submitted under this Programme.

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.

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

Eligible undertakings are defined as undertakings planning to carry out research and innovation activities and that are eligible to apply for assistance under this scheme. In order to be eligible, applicants must additionally satisfy the following criteria.

They must be either: a) a partnership constituted under the Companies Act, being a partnership *en nom collectif*, or *en commandite*; or b) a limited liability company; or c) a professional body; d) NGOs; e) Non-profit making entities (including Foundations) f) Co-operatives.

Evaluators are members of the MCST's Proposals Evaluation Board who provide evaluation services of proposals submitted under this Programme.

Industry (Industrial Entity) is defined as a legal entity, including but not limited to, a single undertaking, whose objects and activities include the output of a specified product and/or service. In addition to research and innovative contributions and knowledge transfer, the entity may contribute to the consortium by developing, testing, commercialising, or using such a product or service.

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.

Intellectual Property (IP) means statutory and other proprietary rights including but not limited to patents, trademarks, design rights, confidential information/trade secrets, copyright.

Knowledge Transfer is defined as the transfer of technology or know-how generated by basic research institutions, such as universities, to the commercial sector for development into useful products and services. This may be achieved through licensing or marketing agreements, spin-offs, co-development arrangements, training, or the exchange of personnel.

Legal Entity means any entity created within the European Union, 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.

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

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

‘Non-profit making’ is an entity where (a) the statute of the entity contains an express exclusion of the purpose to make profits; and (b) there is express provision in the statute defining the purposes of the entity which does not include the promotion of private interests, other than a private interest which is a social purpose; and (c) no part of the income, capital or property is available directly or indirectly to any promoter, founder, member, administrator, donor or any other private interest. Provided that if a promoter, founder, member, administrator or donor is another enrolled non-profit making organisation, the limitation in paragraph (c) shall not apply provided the availability of such income, capital or property is subject to conditions which are consistent with the general purposes of the grantor entity: Provided further that an organisation shall continue to be deemed as non-profit making notwithstanding that:(i) it obtains a pecuniary gain from its activities when such gain is not received or credited to its members but is exclusively utilised for its established purposes; (ii) it buys or sells or otherwise deals in goods or services where such activities are exclusively related to its principal purposes; (iii) it is established for the general entertainment, pastime, education or other similar benefit only of its members; or (iv) it is established for the promotion of the social role, ethics, education and values of a trade or profession provided it does not promote the private interests of its members.

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

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 such person to practice the respective profession; and who provides a specialised service to the public, based primarily on a fiduciary relationship between herself/himself and the party to whom s/he provides such service on his own personal capacity and responsibility.

Project Coordinator is an 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.

Public entity is any Ministry, Department, Entity, Authority, Public Commission, Public Sector Foundation, or similar organisation which does not carry out an economic activity within the meaning of Article 107 TFEU, and which exercises public power, or otherwise acts in its own capacity as a public authority. Where the activity in question forms part of the essential function of the State or is where it is connected with those functions by its nature, by its aim and by the rules to which it is subject. However, the classification of a particular entity as an undertaking depends entirely on the nature of its activities, and the overriding criterion of consideration is whether it carries out an economic activity or not, e.g., an entity that is formally part of the public administration may nevertheless have to be regarded as an undertaking within the meaning of Article 107(1) of the Treaty if it carries out an economic activity. Thus, an entity that carries out both economic and non-economic activities is to be regarded as an undertaking only with regards to the former. In this case, if the economic activity can be separated from the exercise of public powers, then that entity acts as an undertaking in relation to that activity and the financing, the costs and the revenues of that economic activity shall be accounted for separately from the other non-commercial activities.

If an economic activity cannot be separated from the exercise of public power, the activities exercised by that entity remain connected with the exercise of those public powers and therefore fall outside the notion of an undertaking.

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** comprises any activity which is undertaken for the development of scientific and/or technological knowledge, which activity draws on existing knowledge gained from research, and which is predominantly aimed at producing new materials, products, and devices, as well as to implement new processes, systems, or services, or to substantially improve those already produced, installed or in existence.
- (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
- (d) Improving existing materials, devices, products, or processes but
- (e) Excluding 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.

Single Undertaking shall include all enterprises having at least one of the following relationships with one another:

- i. One enterprise has the majority of the shareholders' or members' voting rights in another enterprise
- ii. One enterprise has the right to appoint or remove the majority of the members of the administrative, management or supervisory body of another enterprise.
- iii. One enterprise has the right to exercise a dominant influence on another enterprise pursuant to a contract entered with that enterprise or to a provision in its memorandum or articles of association.
- iv. 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, the majority of shareholders' or members' voting rights in that enterprise.

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

Service Providers are the consultants who have accepted MCST's invitation to provide the Beneficiaries the list of Activities funded through this Programme subject to a set of terms and conditions.

2.0 Eligibility Criteria and Applications

These Rules for Participation are applicable to undertakings which carry out an economic activity within the meaning of Article 107 TFEU.

Any **eligible undertaking**, with an operating base in Malta, as defined in Section 1.4, may apply and will be eligible for funding subject to the terms and conditions laid out in this document and in particular the conditions for eligibility.

This section provides details as to the criteria which must be checked to assess the eligibility to apply for the Programme.

2.1. Priority Sectors

Preference will be given to project proposals which are in line with the Smart Specialisation Areas as outlined in the Malta's Smart Specialisation Strategy.

For more information about the Smart Specialisation Areas refer to the MCST website.

2.2. Eligibility under the State Aid Regime

These Rules for Participation will be implemented in line with the terms and conditions of 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 [OJ L 352/1, 24.12.2013], as amended by Commission Regulation (EU) 2020/972 of 2 July 2020 amending Regulation (EU) No 1407/2013 as regards its prolongation and amending Regulation (EU) No 651/2014 as regards its prolongation and relevant adjustments [OJ L 215/3, 7.7.2020] (hereinafter referred to as the *de minimis* Regulation).

The *de minimis* Regulation stipulates that the total amount of *de minimis* aid granted to a single undertaking shall not exceed €200,000 (or €100,000 in the case of single undertakings performing road freight transport for hire or reward) over 3 fiscal years. This includes all *de minimis* aid granted under this scheme and any other *de minimis* schemes. Applicants should ensure and declare that they are eligible for the requested grant under State Aid rules before applying.

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

All applications must be accompanied by a State Aid *de Minimis* declaration form. **For successful applications, an updated declaration form shall be provided at the time of the signing of the Grant Agreement, ensuring that the applicant remains eligible for funding under the State Aid regime.**

The *de Minimis* aid to be received by every successful applicant under these Rules for Participation (Option A) for the Commercialisation Voucher Programme shall include all approved eligible costs for that entity at the relevant aid intensity.

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

- (a) One enterprise has most of the shareholders’ or members’ voting rights in another enterprise.
- (b) One enterprise has the right to appoint or remove the 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 over 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, the 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 a single undertaking.

In line with Article 1 of the *de Minimis* Regulation, no aid will be granted to those undertakings and/or sectors expressly excluded from receiving such aid.

The rules laid down in Article 5 of the *de Minimis* Regulation on cumulation will be respected.

3.0 The Application Process

3.1. Application Submission

The Call for Project Proposals will be a competitive call. The call will be open between the **19th May 2023** and will close at 23.59hrs on the **3rd July 2023**.

Applicants should refer to the eligibility criteria in Sections 2.

The submission, evaluation and selection process of project applications will be in the form of a one-stage process. The applicant must ensure complete compliance with the ‘Rules for Participation 2023 - 2024’ prior to submission, as no amendment or negotiation thereto will be allowed after submission.

The legal representative of the participating organisation of the applicant must endorse the application by signing all the relevant declarations found within the Appendices of the Application Form.

All applications shall be evaluated according to the procedure outlined under Section 3.2 of these Rules for Participation. Moreover, requests made by the applicant to allow negotiations on the content of the proposals, after submission will be rejected.

Any text within the submitted application, which exceeds the prescribed maximum word count and/or page limits, shall be **disregarded in the scientific evaluation process**.

Only completed application forms will be accepted. The application form must be fully finalised, dated and signed, by the entity’s legal representative. The application shall also include a signed State Aid declaration and VAT Form, completed by all private, public, and academic entities. The State Aid Declaration and the VAT Form are compulsory, and the applicant will be solely responsible for the veracity of their content.

Interested applicants are to submit their application online, electronically to **voucher.mcst@gov.mt**. Kindly note that files exceeding 6MB in size may be rejected by the Server, and in that case you would have to send the application via alternate means. Applications must be submitted by no later than **23.59hrs on the 3rd of July 2023**.

Applications received after the stipulated deadline will be rejected.

It will be the applicant's responsibility to ensure the timely and correct submission of the application to MCST. MCST shall provide an automated email acknowledgement as proof of receipt. The applicant should contact MCST if acknowledgement of receipt has not been communicated within 5 working days. All applications received by MCST will be evaluated chronologically according to the timestamp of the receipt thereof.

3.2. The Evaluation Process

The objective of the application is primarily to assess the merit and potential benefit of the proposals. Once an application is received, it will be duly forwarded to three (3) independent and external evaluators for a scientific opinion evaluation, the outcome of which is final. A threshold of 62/100 is required. Furthermore, a pass mark of 25/40 for Excellence, 25/40 for Impact and 12/20 for Implementation is required for acceptance. Priority will be given to even coverage of applications across the different areas.

External Evaluators will be evaluating project applications for the following criteria:

Scientific Excellence (40%): Threshold 25%

Impact (40%): Threshold 25%

Implementation (20%): Threshold 12%

The Grant Agreement

Following the successful evaluation of the application, the Beneficiary will be invited to sign a Grant Agreement establishing the terms and conditions governing the funding of the proposal. The beneficiary will be expected to execute the project in line with the original proposal.

Hard copies of the Grant Agreement must be signed by the beneficiary within one (1) week from the date on which the Beneficiary receives them. The Beneficiary must ensure that the respective legal representative/s are available to endorse the Grant Agreement within this 1-week timeframe. Failure to endorse the Grant Agreement within the stipulated timeframe may result in a withdrawal of the offer for funding.

3.3 Phases of FUSION

These activities will have to be typically undertaken sequentially one after each other. To this end, for a proposal to be able to be funded for a Commercialisation and Feasibility Exercise, it

needs to positively make it through the IP Check Stage.

Following submission and selection of the application, the MCST will issue a Voucher Agreement and request the completion of an Inventor Disclosure Form. MCST will also provide the Beneficiary with a list of MCST-approved Service Providers to select from and to subsequently work with. Upon agreement, the activity will be undertaken within the pre-established timeframes between MCST and the Service Provider. At this stage, an Acceptance Meeting will be held to confirm the engagement with a Service Provider and a voucher letter will be granted to the Beneficiary by the MCST.

At the end of each stage, a report needs to be submitted by the service provider. This report is then forwarded to an independent external evaluator so that it is assessed according to a pre-established set of criteria issued by the Council. Once MCST approves the report, the Service Provider will issue an invoice to the beneficiary who would settle payment therewith, and subsequently request reimbursement of the Commercialisation Voucher from MCST. Reimbursements will only be provided against proof of payments (receipts). Each stage will only be deemed to be fully complete once full payment has been settled. The project will only be able to proceed to the next stage upon successful completion of the previous stage. The beneficiary is allowed a **3-week** timeframe within which to settle the payment for each Stage report. Failure to comply with the project deadline will result in termination of the project.

It is important to note that the funding for accepted proposals is based on a Commercialisation Voucher, which value is already agreed between MCST and the Service Provider and is regulated through an Agreement establishing the terms and conditions governing the financing of the activity.

3.4 Considerations at Application Stage

3.4.1 Respecting Lead Times

All organisations have their internal procedures for approval and signing off on legally binding documents. Participants are to ensure that they are aware of these lead times in their organisation as well as in the other organisations which they can be teaming up with. Participants should take these times, personal commitments, vacation leave etc., into account when planning to apply. All application submissions must reach MCST by the deadline and must include signatures of the legal representative of the participating organisation/s.

3.4.2. Assistance with Applications

Prospective applicants are encouraged to seek the advice of MCST in the preparation of the 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 MCST's guidance through proposal-specific one-to-one sessions to ensure that the single-stage application documentation is complete and effective, as once submitted, it cannot be edited.

3.4.3. Confidentiality of Submissions

All application submissions shall be treated in strict confidence. However, all project applications will be passed on in their entirety to the evaluators who shall be bound by confidentiality and shall also be required to declare any conflict of interest in reviewing the individual proposals. Unless otherwise indicated, all project application submissions, except for the project names and abstracts, shall be treated with strict confidence. Stage reports compiled throughout the Commercialisation Voucher Programme or similar reports submitted by applicants on their own accord, may, at the discretion of the MCST, be submitted in part or in their entirety to external evaluators. All evaluators are bound by confidentiality.

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:

- a. The Rules for Participation
- b. 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* as amended by Commission Regulation (EU) 2020/972 of 2 July 2020, amending Regulation (EU) No 1407/2013 as regards its prolongation and amending Regulation (EU) No 651/2014 as regards its prolongation and relevant adjustments (the *de minimis* Regulation).
- c. Data Protection Act, (CAP 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).
- d. 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 to take steps at the request of the data subject prior to entering into a contract'.

Further information may be found on the application form.

3.5 Programme Parameters

3.5.1 Commercialisation Voucher Value

The value of each Commercialisation Voucher is subject to the activity undertaken. Such values are predetermined and agreed to by MCST and the different Service Providers undertaking the activities. These will be specified when the call for applications is issued.

3.5.2. Deliverables

The deliverables are as agreed by MCST and the approved Service Provider. The deliverables will vary for each activity. The final report of the activity, including all the deliverables, need to be submitted to MCST at the end of each stage.

3.5.3. Eligible Costs

The maximum eligible costs are those specified in each Commercialisation Voucher and depend on the activity being undertaken. MCST has outlined the list of maximum costs which will be covered by each activity. The service provider may have opted to request a lower amount in their contracts with MCST.

3.5.4. Ineligible Costs

The following are the costs which will not be eligible under the Commercialisation Voucher Programme:

- Standard training courses.
- Software purchases.
- Aid that would promote / subsidise the cost of exports.
- Internships for students of knowledge institutions.
- Design and production of advertising materials; and
- Sales activities.

3.5.5. Co-Financing

The following rates of co-financing shall be applicable. The Programme's financial contribution to a Beneficiary which is applying under the *De minimis state aid option* shall be limited to 90% of the Voucher-value. Therefore, such a Beneficiary must contribute the remaining 10% to the Voucher value. It is **not** possible for a Beneficiary to cover the contribution of 10% 'in-kind'. This includes, but is not limited to limited liability companies, Partnerships and Higher Education institutes.

3.5.6. Acceptance Criteria

Applications will primarily undergo Scientific Opinion Evaluation. The top scoring proposals within each smart Specialisation area shall be selected.

4.0 Post Selection Process

4.1. The Commercialisation Voucher

Once an application has been selected for funding, the beneficiary, or where applicable the legal signatory will have to digitally sign the Voucher Agreement, which will subsequently be endorsed by the Executive Chairman of the MCST. The beneficiary will also be given an Inventor Disclosure Form template to be completed, digitally signed and uploaded on the online submission portal together with the signed copy of the Grant Agreement. Failure to submit these documents in time will automatically render the Voucher Agreement null and void. The Voucher Agreement is valid for both stages, subject to the previous stage having been successfully completed and approved by MCST.

When the Council is satisfied that all the paperwork is in order, the MCST executive responsible for the Commercialisation Voucher Programme will proceed to schedule an acceptance meeting between the beneficiary and the Service Provider. This meeting is chaired by a Council representative and brings together the applicant and the MCST-approved service provider selected by the Beneficiary. During the acceptance meeting, the beneficiary will be asked to provide a confidential overview of their project to the Service Provider. The latter is bound by confidentiality through a non-disclosure agreement within their contract with MCST. A copy of this NDA may be provided to the beneficiary upon request.

Should the beneficiary put forth any objections towards the assigned service providers, these will be taken in due consideration and the beneficiary will be asked to select another service provider. The objections must be justified and are restricted to a maximum of two per stage.

4.2. Duration and Expiry

Depending on each activity a pre-determined timeframe between MCST and the Service Provider is established for when the submission of the findings, for each voucher, is to be provided from the date of the award. The duration and expiry will be specified on each Commercialisation Voucher.

4.3. Double Funding

Funding under this Programme is made available on the basis that none of the Participants have benefited and will not benefit, from any other grant or financial incentive of whatever nature, applied for and / or utilized, for the same scope as that subject of the funding requested under this Programme.

5.0 Funding, Management and Progress Monitoring

5.1. Allocation and Disbursement of Funding

Funding will be granted after MCST is satisfied with the full completeness of work and submission of the necessary reports and, where applicable, the attendance of a meeting together with the Service Provider. Upon successful completion of the activity and confirmation of receipt of payment by the Service Provider, the beneficiary can obtain reimbursement for the Voucher from MCST. Each beneficiary will receive one Commercialisation Voucher at a time and each activity will be undertaken sequentially one after each other.

The total financial contribution over the lifetime of the activity shall not exceed the funding limit as established in the Commercialisation Voucher, irrespective of actual expenditure.

5.2. Dissemination & Externalisation

Any reference to the Commercialisation Voucher Programme in any website or printed material should include the following:

'Activity <Activity Name> financed by the Malta Council for Science & Technology through the FUSION R&I Commercialisation Voucher Programme'.

These should also include MCST logo, the FUSION logo as well as that of the respective Ministry and any other logo related to the Commercialisation Voucher Programme as provided by MCST. Such material should follow the specifications described in MCST's Guidelines.

5.3. Supervening Circumstances

The Applicant is obliged to immediately advise MCST and the Service Provider of any internal or extraneous significant event which might affect the disbursement and redemption of the Commercialisation Voucher. This obligation applies to the entire period between the submission of the application and the completion of the activity.

MCST shall then, at its own discretion either give directives as it deems necessary for the furtherance of the activity or reassess the activity in its entirety accordingly. In any such event, any contracts concluded between the Service Provider and the Beneficiary relative to Activities funded under this Programme shall be governed in accordance with the terms and conditions stipulated therein and shall be given priority and the Service Provider shall accordingly have the right to request payment of any expenses already incurred.

Failure on the part of the Applicant to respect this obligation may lead MCST to suspend or cancel the Commercialisation Voucher.

5.4. Default

If the implementation of an activity becomes impossible or if the beneficiary fails to provide the necessary information for the activity to be undertaken, MCST shall be entitled to withdraw the Commercialisation Voucher, and the Service Provider has the right to recover any expenses incurred, if this is the case.

If a beneficiary is found to be in breach of the Voucher Agreement, MCST reserves the right to discontinue the award and to apply procedures in line with its related policy.

5.5. Interpretation of Rules

This document endeavors to establish comprehensive and unambiguous rules governing participation in the Commercialisation Voucher Programme. However, should circumstances arise where the rules are inadequate, unclear, and ambiguous or conflicting, MCST 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.

6.0 Further notes

Upon completion of the CVP, the beneficiary can apply for funding under the Technology Development Programme (TDP) provided that the project meets the threshold required for eligibility thereto. Moreover, the beneficiary may only submit the reports obtained during the course of the CVP when applying for the TDP for up to approximately a year and a half after completion of the CVP. After the expiration of the 1 and a half years, the applicant would be obliged to update the same reports.

6.1 TDP Consortium

As per Technology Development (TDP) Rules for Participation, a TDP project application shall be submitted by a Consortium consisting of two or more Partners as follows:

- ✓ At least one Partner shall be a Maltese Public Entity as per definitions in section 1.4.
- ✓ At least one Partner shall be coming from a Maltese Industry (Maltese Industrial Entity) as per Industry definition in section 1.4.

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.

6.2 TDP Conflict with fundamental aim of Programme

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

6.3 TDP Eligibility for Participation

Applicants who are in breach of any obligations contained in the Grant Agreement, of which they are a contractual party, and in relation to any other funded project shall automatically be disqualified from participation in this Call. This includes but is not limited to agreements under the FUSION programme.