



BlueBio - Blue Bioeconomy ERA-NET Cofund – Unlocking the Potential of Aquatic Bioresources

National Rules for Participation – For Public Entities and Public Research and Knowledge Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU

Version: 5
Issue Date: June 2021

Table of Contents

1. Introduction.....	3
1.1 Scope and Focus	3
1.2 National Contact Point.....	3
1.3 Definitions.....	3
2. Eligibility for Participation	6
2.1 Partner Eligibility	6
3. Funding Criteria	6
3.1 Project Duration.....	6
3.2 Application Process	6
3.3 Submission Deadline	7
3.4 Budget and Grant Value.....	7
3.5 Project Contact Point	7
3.6 Deliverables.....	7
4. List of Eligible and Ineligible Costs	8
4.1 Eligible Costs	8
4.2 Ineligible Costs	11
5. Evaluation	11
6. Post Selection Process	12
6.1 The Grant Agreement	12
6.2 Start Date and End Date	12
6.3 Double Funding.....	12
6.4 Project Extensions	13
7. Funding, Management and Progress Monitoring	13
7.1 Allocation and Disbursement of Funding.....	13
7.2 Dissemination & Externalisation	14
7.3 Reporting.....	14
7.4 Accountability.....	15
7.5 Supervening Circumstances	16
7.6 Default	16
7.7 Interpretation of Rules	16
8. Confidentiality of Submissions.....	16

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 ERA-NET BlueBio aims at achieving a sustainable and competitive Blue Bioeconomy in Europe with the following objectives:

- knowledge generation for blue bioeconomy value chains,
- improvements to the transfer of bio-based products and services from research, innovation and demonstration to production scale through implementation of a multi-actor approach.

The Blue Bio network is organizing a third joint call for proposals. This Call will be focusing on **advancing resource management, market and socioeconomic aspects in the blue bioeconomy value chains.**

More information on the scope and expected impact of the call can be found in the Blue Bio Call Text. Amongst other project proposal eligibility criteria outlined in the Call Text, each project proposal must:

- fall within the scope of the Call
- consist of **at least three** independent legal entities from **at least three (3)** Blue Bio partner countries listed in Annex 2 of the Call Text.
- involve both **research organisations** and **industry**. Participation of SMEs is especially encouraged.

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.

BlueBio consortium is made up of the funding agencies from the representative countries participating in the Blue Bio ERA-NET Cofund.

BlueBio National Rules for Participation for Public Entities and Public Research and Knowledge Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU – V5

Council refers to the Malta Council for Science and Technology

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.

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.

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.

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

Project consortium is made up of a group of partners that are participating together in a transnational project.

Project Coordinator is one of the beneficiaries of a project consortium that is appointed as the single point of contact between the BlueBio consortium 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 BlueBio consortium. Can also be referred to as **Principal Investigator**.

Project Grant means the granted funding provided.

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

Public Entity is any Ministry, Department, Entity, Authority, Public Commission, Public Sector Foundation or a similar organisation that does not carry out an economic activity within the meaning of Article 107 TFEU and that exercises public power, or else acts in its own capacity as public authority, where the activity in question forms part of the essential function of the State or is connected with those functions by its nature, its aim and 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, than 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 as a whole, 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) **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 Date means the date which is stated in the grant agreement for the official start of the project.

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

BlueBio National Rules for Participation for Public Entities and Public Research and Knowledge Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU – V5

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.

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 or Public Research and knowledge dissemination organization, registered in Malta, that does not carry out an economic activity within the meaning of Article 107 TFEU may apply and will be eligible for funding subject to the terms and conditions laid out in this document and, the conditions for eligibility.

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

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 starting date for projects will be fixed at the beginning of the contract negotiations with the national funding organisations. Successful projects are envisaged to start at the earliest possible date in 2022 and not later than December 2022. Any envisaged delays need to be communicated in writing, to the BlueBio Call Secretariat and relevant funding agencies (including MCST). It will be at the discretion of the BlueBio consortium whether the project start date can be extended further or otherwise.

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 BlueBio online submission tool.

Additionally, a National Application Form is to be submitted by each National applicant via eusubmissions.mcst@gov.mt.

Only complete National Application Forms shall be considered.

3.3 Submission Deadline

Deadline for submission of pre-proposal is Monday, 20th September (13:00 CET).

Deadline for submission of National Application Form is Monday, 20th September (23:59 CET).

3.4 Budget and 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 the submission of all required financial reporting as per the Contractual obligations of 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 MCST. 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, magazines or online platforms. 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 MCST's premises or as otherwise directed by the MCST.
2. Reporting on project progress as per the list hereunder in line with the templates provided by MCST:
 - End of Stage Technical and Scientific Reports;

BlueBio National Rules for Participation for Public Entities and Public Research and Knowledge Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU – V5

- 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, deliverables, work-packages and all the parameters committed in the applications are to be detailed, justified and approved by MCST.

Recommended deliverables

Further to the mandatory deliverables, MCST 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 and/or conferences of repute based on the work carried out through the Project. The subscription levels or Impact Factor and open access should be considered in the selection of journals and conferences. Similar papers published on open access media would also be considered favorably.
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 (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 national beneficiary 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 as indicated in the Grant Agreement.

a) Personnel Costs

Wages of researchers and technical personnel, and other supporting staff, to the extent and for the duration that they are directly engaged on the approved research project.

- i. All employees in respect of whom wage costs are claimed must be registered with Jobsplus and covered by a valid contract of employment in terms of the national legislation on employment.
- ii. Personnel Costs related to Project Management are further limited to 10% of the project value.
- iii. 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.
- iv. Personnel costs are calculated as follows:

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

$€ z = (\text{basic salary} + \text{allowances}) / \text{yearly weekday hours}$. The total hours worked by a full-time employee shall not exceed 1760 hours *per annum*.

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 € 41.49/hour	Max 2 per project
Senior Researcher* or equivalent	€ 23.97/hour to € 33.69/hour	Max 2 per project
Researcher* or equivalent	€ 13.29 to € 23.95/hour	No limits
Operational, technician, research support assistant or equivalent	Up to € 13.28/hour	No limits

The rates stated in the table above are for the year 2021. 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.

- v. 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

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 MCST and must not fall under ineligible costs. Details shall need to be provided in the Application Form and ideally would have been discussed with the National Contact Point before submission.

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 (also known as eligible indirect costs) will be covered at 10% of direct eligible costs, excluding the costs of subcontracting as well as for items of equipment above €5,000 and consumables above €5,000. Note that for equipment, the capping of €500 is per piece while for consumables, the capping of €500 is for the total amount of consumables per partner.

g) Subcontracted activities

Subcontracted activities shall be allowed up to a limit of 25% of the project value, provided that prior approval is attained from MCST 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 market testing.
- Public entity partners are to follow Public Procurement Regulations in their entity.

BlueBio National Rules for Participation for Public Entities and Public Research and Knowledge Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU – V5

- Any calls for the recruitment of personnel on a project is to be conducted in a strictly transparent manner and is to include a public call in the form of an online advert 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 that is a public entity or public research and knowledge dissemination organisation that does not carry out an economic activity within the meaning of Article 107 TFEU shall be eligible to claim 100% of the eligible costs incurred by that Partner.

Should in any point in time MCST 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 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

5. Evaluation

Both pre-proposal and full proposal applications will be checked for eligibility by both the BlueBio Call Secretariat as well as the individual participating entities. Apart from the overall pre-proposal and proposal submission done by the Project Coordinator through the BlueBio online submission platform, national partners will be required to submit a **National Application Form** (only at the pre-proposal stage, however the Council reserves the right to request more information during the full proposal submission stage) to MCST which may be downloaded from MCST's website or by contacting the MCST. Any discrepancies will result in the overall proposal being ineligible.

MCST 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

BlueBio National Rules for Participation for Public Entities and Public Research and Knowledge Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU – V5 discretion of MCST.

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 starting 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.

MCST 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 MCST.

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 line with Section 3.1 of the National Rules for Participation.

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 MCST 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 MCST as having been unavoidable by the partners following all efforts and best practice project management. In exceptional cases, even though MCST may deem a request for extension as valid, this would need to be communicated by the Project Coordinator and all other funding agencies of the participating partners in the project consortium shall need to agree. The Blue Bio Secretariat 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.

All projects shall need to be finalized as indicated in the Grant Agreement of awarded projects in order to ensure that funding remains eligible.

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 a twelve (12) month 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, MCST 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), MCST 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 MCST 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 MCST before moving to the next stage. This should be in line with the templates for stage and final reports as provided by the MCST and which may be downloaded from MCST's website and annexed to the Grant Agreement.
3. For the second and subsequent Stage, MCST 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, MCST 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, MCST will make an advance payment of up to 80% of the due financial contribution calculated as in bullet (3) above. However, MCST 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 MCST once submitted. The audit should determine the total eligible costs and compare these to the funds forwarded. MCST 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 MCST recovering all funds disbursed across the project.
7. As soon as the verifications and audits are finalised and cleared, MCST will release the retention money due. In the case of overpayment, the Applicant will be required to refund the under-spend amount to MCST within a specific timeframe, or as agreed to with MCST.

MCST 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> part-financed by the Malta Council for Science and Technology through the BlueBio ERA-NET Cofund.'

Any websites or printed material related to the project should also include the MCST logo, and the BlueBio logo.

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

All publicity material shall be vetted and approved by MCST before publication and should make mention of the initiative and MCST. In the case where printed material is published without a mention of the initiative and MCST, 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 MCST. 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. The final audited Financial Report covering the work and expenditure undertaken during the entire project shall need to be submitted by not later than four (4) weeks from the

BlueBio National Rules for Participation for Public Entities and Public Research and Knowledge Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU – V5 stipulated end of project date.

MCST 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, MCST 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, MCST may also exclude an applicant from participating in future calls.

The Project Contact Point shall set a schedule for quarterly progress meetings with MCST to take place as part of the reporting work package.

The templates provided by MCST 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
- Timesheets and payslips / employee contracts
- Receipts for all equipment and consumables
- Bank statements for the Project Account

The Council reserves the right to appoint an auditor to audit the Project Financial Audit as submitted.

7.4 Accountability

The beneficiaries shall have a specific 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 MCST in writing 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.

MCST, 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 MCST 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 MCST in writing. 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, MCST shall be entitled to collect refunds of money already paid out.

7.7 Interpretation of Rules

This document endeavors to establish comprehensive and unambiguous rules governing participation in this initiative. However, should circumstances arise where the rules are inadequate, unclear, ambiguous or conflicting, MCST 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 MCST via the application for the aid and its subsequent processing by MCST 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 application form.