

The WAY Forward: A thriving sustainable blue economy for a brighter future. Sustainable Blue Economy partnership - Call 2023

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 <u>Article 107 TFEU</u>.

> Version: 2 Issue Date: 18/07/2023

Contents

Gui	de to	this document	4
1.	Intro	oduction	5
1	.1	Definitions	5
1	.2	Call Process and Snapshot	9
	Stag	e 1 – Pre-proposal	9
	Stag	e 2 – Full proposal1	0
1	.3	Call Snapshot1	0
1	.4	Application Submission Details1	1
	Sub	mission Documents1	2
	Stag	e 1 Documents1	2
	Stag	e 2 Documents1	2
1	.5	National Contact Point1	3
2.	Арр	licant Eligibility1	3
2	.1	Eligibility of Entity1	3
2	.2	Funding Consideration1	3
Pro	oosal	Eligibility1	5
2	.1	Types of Projects	5
2	.2	Alignment to Scope	5
2	.3	Eligibility of Consortium Composition1	5
2	.4	Budget and Grant Value1	6
2	.5	Project Duration1	6
2	.6	Project Contact Point(s)1	6
2	.7	Deliverables1	6
	Mar	ndatory deliverables1	6
	Reco	ommended deliverables1	7
3.	List	of Eligible Costs and Ineligible Costs1	8
3	.1	Eligible Costs1	8
	Pers	onnel1	8
	Inst	ruments, Specialised Equipment and Research Consumables	0
	Trav	el and Subsistence2	0
	Cost	ts of IP and Knowledge Transfer Activities2	0
	Sub	contracted Activities	1
	Oth	er Operating Expenses2	1

Ove	rheads21
Aid	Intensity21
3.2	Ineligible Costs
4. Eval	uation23
Post Sele	ection Process
4.1	The Grant Agreement
4.2	Start Date and End Date24
4.3	Grant Amount
4.4	Double Funding25
5. Fun	ding, Management and Progress Monitoring26
5.1	Allocation and Disbursement of Funding
5.2	Dissemination and Externalisation27
5.3	Reporting27
5.4	Accountability
5.5	Project Extensions
5.6	Supervening Circumstances
5.7	Default
5.8	Interpretation of Rules
6. Con	fidentiality of Submissions31

Guide to this document

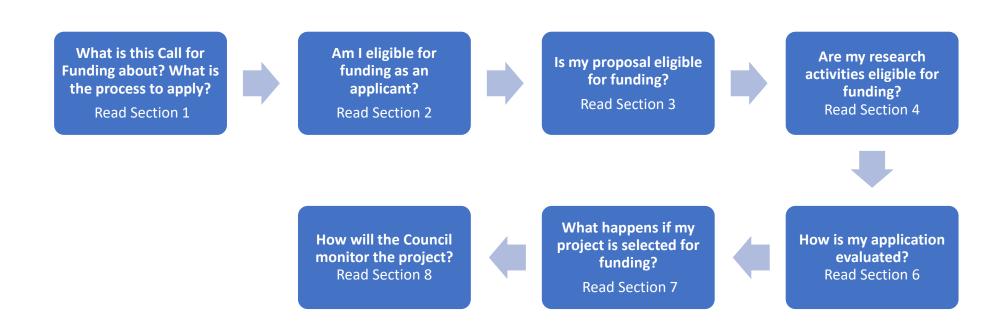


Figure 1: Guide to the document flow chart

1. Introduction

The Malta Council for Science and Technology (referred to as the 'Council' hereafter) is administering the **2023 First Joint Transnational Co-Funded Call of the Sustainable Blue Economy Partnership entitled** *The Way Forward: A Thriving Sustainable Blue Economy for a Brighter Future* for and on behalf of the Foundation for Science and Technology and is located at Villa Bighi, Kalkara, KKR 1320, Malta.

The Sustainable Blue Economy Partnership (SBEP) is a Horizon Europe Partnership which started in 2022. The Partnership aims to design, steer and support a just and inclusive transition to a regerenative, resilient and sustainable blue economy. SBEP aims to boost the transformation needed towards a climate-neutral, sustainable, productive and competitive blue economy by 2030 while creating and supporting the conditions for a healthy ocean for the people by 2050.

This Call is the first of a series of annual co-funded joint calls that will be launched by this Partnership to tackle priority areas drawn from the <u>Strategic Research and Innovation Agenda</u> of the SBEP. This joint call shall pool national and regional financial resources through participation of ministries and funding organisations from 23 countries responsible for funding research and innovation actions in blue economy, with the financial support from the European Commission.

The first co-funded joint call within this partnership is entitled "*The way forward: a thriving sustainable blue economy for a brighter future*" and encompasses all the five SBEP Intervention Areas (IAs) outlined for this call in five priority areas (listed in Section 3.2 of the <u>Call Text</u>). These priority areas were selected to maximise participation while reinforcing the European blue economy through improved resilience of marine ecosystems, thus maximising the impact potential of funded projects. The priority areas embrace actionable routes from science to policy to observe, assess and mitigate the impact on vital ecological assets such as biodiversity and other ecosystem services on which our economies depend, thus supporting coastal communities.

1.1 Definitions

	The term refers to any representative of a local entity that is eligible for			
Applicant	participation in a project in terms of these National Rules for Participation			
	and who applies for funding under this joint initiative.			
Beneficiary	The term refers to the applicant whose project has been awarded and			
Beneficiary	hence will be receiving funding.			
	The term means that the conditions of the transaction between the			
Arm's length	contracting parties do not differ from those which would be stipulated			
Arm's length	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						
principle.						
Council	The term refers to the Malta Council for Science and Technology on behalf					
	of the Foundation for Science and Technology.					
	The term refers to those costs incurred directly by the national					
	beneficiaries during the duration of the project and used primarily for the					
Eligible direct costs	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					
COSIS	and capped at the approved funding value requested in the National					
	Application Form.					
	This term refers to the date when the Project Period, having commenced					
End Date	on the Start Date, expires.					
	The term 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					
Innovation	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.					
	The term refers to any entity created within the European Union, having					
Legal Entity	an operating base in Malta and which has legal personality, which may,					
	acting under its own name, exercise rights and be subject to obligations.					
	Having an operating base in Malta means if the legal entity:					
	i. owns, leases, or has been given the right of use by a third party, an					
Operating	adequate premise from where to conduct an eligible economic					
base in Malta	activity in the region of Malta; and ii. employs at least one person that is based in Malta and is liable to					
	pay income tax in Malta.					
Partner	The term is defined as an entity within a consortium of a transnational					
	project.					
	The term refers to the individual, appointed to act on behalf of the					
	Applicant and who is responsible for communicating with the Council about the Project.					
Project	The Project Contact Point(s) shall have the following responsibilities:					
Contact Point	• To ensure effective execution of the project according to set					
	timeframes and deliverables, as well as compliance with the					
	obligations in terms of the Grant Agreement.					
	• To compile Periodic and Final Technical/Financial Reports and					
	ensure their timely submissions.					
	The term refers to one of the beneficiaries of a transnational project					
Project	consortium that is appointed as the single point of contact between the					
Coordinator	SBEP Secretariat and/or the funding bodies and the consortium partners					
coordinator	from proposal submission to project end.					

	The Project Coordinator will have the responsibility of ensuring that all the transnational partners involved in the consortium are eligible. He/She will be required to submit the project application on behalf of the consortium. If awarded, the Project Coordinator will be required to supervise the project workflow with the help of WP leaders and must also compile and submit reports / deliverables to the funding bodies and/or SBEP Secretariat, as necessary.				
Principal InvestigatorThe term refers to the lead researcher on behalf of the local applic beneficiary of a transnational project consortium. May be the same a Project Coordinator and/or the Project Contact Point.					
Project Grant	The term is defined as the granted funding provided by the Council.				
Project Period	The term is the time required to execute the Project as indicated in the Grant Agreement.				
Project Value	The term refers to the project budget needed by the Applicant to carry out the project, including any co-financing.				
Public Entity	The term refers to 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. 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 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	 This term 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 to acquire new knowledge, primarily directed towards a specific practical aim or objective, and includes: 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.

ii. 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.

iii. **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.

development Experimental 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.

The term refers to an entity (such as universities or research institutes, technology transfer agencies, innovation intermediaries, researchoriented physical or virtual collaborative entities), irrespective of its legal **Research and** status (organised under public or private law) or way of financing, whose Knowledgeprimary goal is to independently conduct fundamental research, Dissemination industrial research or experimental development or to widely Organisation disseminate the results of such activities by way of teaching, publication (RKDO) 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 The date which is stated in the Grant Agreement for the official st the project.							
Start of Works	This refers to the earlier of either the start of 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.						
Subcontracted Activity	The term refers to 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.						

1.2 Call Process and Snapshot

The Call process consists of two (2), separate and consecutive stages as per flow charts below:

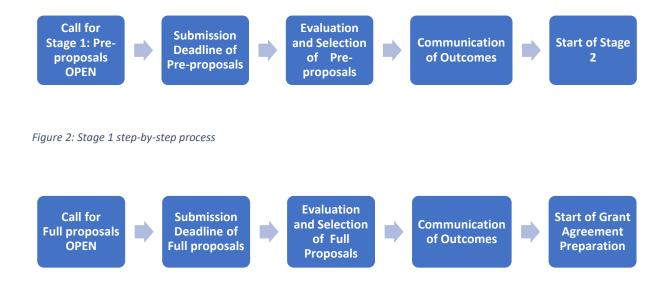


Figure 3: Stage 2 step-by-step process

Stage 1 – Pre-proposal

The Project Coordinator must submit a pre-proposal on behalf of the consortium to the SBEP Joint Call Secretariat on the <u>Electronic Proposal Submission System (EPSS)</u> as per <u>Call Text</u>.

Malta-based applicants are required to follow the latest version of the National Rules and check their eligibility as applicants (<u>Section 2</u>), check the eligibility of their project proposal

(<u>Section 3</u>) and costings (<u>Section 4</u>) and to submit a National Application Form accompanied by the relevant documentation (<u>Section 1.4</u>).

N.B: Applications must be submitted before the Start of Works (see definition in Section 1.1)

Pre-proposals will be evaluated, and applicants will be duly informed whether their preproposal was successful or not.

Stage 2 – Full proposal

Research consortia that successfully pass the first step will be invited to Stage 2 of the Call process, which entails submitting a full project proposal, in accordance with these national rules. The Project Coordinator must submit a full proposal on behalf of the consortium.

Malta-based applicants may be required to submit additional documentation during this second stage of the Call Process.

The selection and funding of proposals under this Programme shall be on a competitive basis.

As part of the **widening effect** whereby new partners from undersubscribed Funding Partners can be added to the project consortium, Malta-based partners may be asked to join <u>already-established consortia that have been invited to Stage 2 of the Call Process by the Call Secretariat of the Sustainable Blue Economy Partnership. Prospective Malta-based applicants to the widening effect will need to **fulfil all eligibility criteria** outlined in these National Rules, similar to any Stage 1 applicants. In addition, they will have to **submit all Stage 1 and Stage 2 documents** (and any other documents requested by MCST) by the full proposal submission deadline¹ (see <u>Section 1.4</u>).</u>

1.3 Call Snapshot

Call Text	https://bit.ly/3IpboC5			
Call Website	https://www.bluepartnership.eu/#engage			
Intervention Areas	 Planning and managing sea-uses at the regional level Development of offshore marine multi- use infrastructures to support the blue economy Climate-neutral, environmentally sustainable and resource-efficient blue food and feed Green transition of Blue Food production Ocean Digital Twin (ODT) test use cases at EU sea-basin scale and the Atlantic Ocean 			
TRL levels supported	TRL 1 – 7			
Project Duration	36 months			

¹ It should be noted that emails larger than 20MB shall be automatically rejected by the system. The applicant may make use of cloud storage and should ensure receipt of all documents by MCST, by submission deadline. Page **10** of **31**

Max. requested funds per project (see Section 2.4)	€500,000		
Submission deadline of the Call (online portal)	13 th September 2023, 15:00 CET		
Submission portal	https://proposals.etag.ee/sustainable-blue/		
Submission deadline of National	13 th September 2023, 23:59 CET		
Application Form			
Submission email	eusubmissions.mcst@gov.mt		

1.4 Application Submission Details

The applicant should ensure <u>complete</u> compliance to these 'Rules for Participation' prior to applying to this Call. No amendments or negotiations are allowed after submission, unless requested by the Council. Any unapproved deviations will result in the failure of the application during the administrative check.

The technical pre-/full proposals need to be submitted electronically by the Project Coordinator via the <u>Electronic Proposal Submission System (EPSS)</u>, on behalf of the transnational consortium, by the submission deadline indicated below.



Deadline for pre-proposals submission: 14/04/2023, 15:00 CET

Additionally, a National Application Form needs to be submitted electronically by each Maltabased Applicant at Stage 1 to <u>eusubmissions.mcst@gov.mt</u>, by the submission deadline indicated below.

It should be noted that attachments larger than 20MB shall be automatically rejected by the system without notification. The applicant may make use of cloud storage transfer, but it is up to the applicant to check that all documents have been received by the Council within the deadline. It is the responsibility of the applicant to ensure that a confirmation of receipt is provided.

Deadline for submission of National Application Form: 14/04/2023, 23:59 CET

Submission Documents

- Only <u>complete</u> National Application Forms submitted by the deadline shall be considered.
- All documentation submitted must be in English.
- Each proposal will be checked for administrative eligibility before it is considered for scientific evaluation. This means that failure of one of the consortium partners to meet the eligibility criteria may cause the entire project to be rejected.
- In case of multiple submissions of the same application in the same selection round the last version submitted before the deadline will be that considered for evaluation.

Stage 1 Documents

Applicants need to submit an **Application Form** accompanied by **declarations** in the form of annexes to the Application Form. These documents will be reviewed during the Eligibility check, and consist of the following:

- Application Form in MS Word (.docx) and a signed scanned copy in PDF format.
- Declarations that the eligible applicant is a public entity and/or public RKDO that does not carry out an economic activity within the meaning of Article 107 TFEU. Where applicable, declarations of any indirect state aid, when an eligible undertaking (as defined in Section 1.1 of the National Rules for Participation – State Aid) is a partner in the same project consortium as a public entity and/or public research and knowledge dissemination organisation that does not carry out an economic activity within the meaning of Article 107 TFEU.
- Curricula Vitae of Principal Investigator and other key researchers highlighting R&I related experience. These should clearly establish that the Consortium has the potential to carry out the assigned project tasks/activities.

Stage 2 Documents

Successful applicants that are invited to submit a full proposal do not need to resubmit an Application Form in Stage 2. However, additional documents will need to be submitted to MCST, including but not limited to:

• Detailed Budget Breakdown Form (all applicants)

Other forms of documentation can be requested during the Call Process or during the Grant Agreement Preparation phase.

1.5 National Contact Point

Lead Executive	Alternate Executive			
Dr. Maria Azzopardi	Ms. Martina Vella			
maria.azzopardi.2@gov.mt	<u>martina.vella.5@gov.mt</u>			
2360 2175	2360 2113			
Correspondence should be directed to: The Malta Council for Science & Technology Villa Bighi, Kalkara, KKR 1320, Malta Email: <u>eusubmissions.mcst@gov.mt</u>				

For escalated matters kindly contact Mr. Omar Cutajar – Director (Policy, Strategy & Internationalisation) on <u>omar.cutajar@gov.mt</u>

2. Applicant Eligibility

2.1 Eligibility of Entity

- Any Public Entity or Public Research and Knowledge-dissemination Organisation, registered in Malta, that does not carry out an economic activity within the meaning of <u>Article 107 TFEU</u> 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.
- Any applicants that are non-compliant with respect to Grant Agreement obligations, or outside approved project timelines, on other active projects funded by the Council, may be immediately deemed ineligible at application stage. Similarly, should applicants become non-compliant during the call process, they will not be awarded funding under this programme.
- 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 (Malta-based or otherwise) which will have been at any time declared as noncompliant or defaulting on any other contract or agreement entered with the Council and remained in default, shall be automatically declared as inadmissible.

2.2 Funding Consideration

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

• All applications should be accompanied by the relevant declaration forms. Applicants should quantify <u>any possible indirect State aid</u> to undertakings through public research and knowledge dissemination organisations and public entities in cases of collaboration with undertakings or contract research or research services on behalf of undertakings.

Proposal Eligibility

The following criteria are mandatory and must be fulfilled when applying for this Call, in addition to eligibility conditions described in the <u>Call Text</u> of the 2023 First Joint Transnational Co-Funded Call entitled The Way Forward: A thriving sustainable blue economy for a brighter future of the Sustainable Blue Economy Partnership.

2.1 Types of Projects

- The types of projects that are eligible within this Call encompass Fundamental Research, Industrial Research and Experimental Development.
- Malta-based applicants can propose projects of <u>Technology Readiness Levels (TRLs</u>) between TRL 1 and 7.

2.2 Alignment to Scope

- The proposal should be consistent with the scope and objectives of this Call (Refer to <u>Section 1</u>).
- Malta-based applicants can propose projects in one of the five Priority Areas as specified in the SBEP <u>Call Text</u> 2023 and listed below:
 - 1. Planning and managing sea uses at the regional level
 - 2. Development of offshore marine multi-use infrastructures to support the blue economy
 - 3. Climate-neutral, environmentally sustainable, and resource efficient blue food and feed
 - 4. Green Transition of Blue-Food production
 - 5. Ocean Digital Twin (ODT) test use cases at EU sea-basin scale and the Atlantic Ocean

2.3 Eligibility of Consortium Composition

- Transnational project consortia must consist of <u>eligible partners from at least three</u> <u>different countries participating in the call and requesting support from at least three</u> <u>different funding organisations participating in the call.</u>
- The eligibility of each partner in the consortium must be checked according to the eligibility criteria published in the <u>Call Text</u>, before submission of a pre-proposal or full proposal.
- Self-funded partners are not counted for the minimum requirement of eligible partners and countries and cannot act as the consortium coordinator.
- Malta-based applicants should check their national application submission requirements in <u>Section 1.4</u> and their eligibility in <u>Section 2.</u>

2.4 Budget and Grant Value

- The National Budget for this Call is of €500,000.
- The maximum amount that a national partner can request per project is €500,000. If more than one local partner is involved in a given project, the maximum amount of funding that all local partners can jointly request per project is €500,000.
- Successful project submissions will receive periodic financing that will be regulated through a Grant Agreement establishing the terms and conditions governing the financing of the project. Refer to <u>Section 7</u>.

2.5 **Project Duration**

• The maximum project duration is 36 months.

2.6 **Project Contact Point(s)**

Each Applicant shall appoint at least one Project Contact Point. The Project Contact Point(s)'s responsibilities are as defined in <u>Section 1.1.</u>

2.7 Deliverables

Deliverables are tangible outcomes of the project and must be submissible. They must be proposed between the start and end date of the project. Deliverables that are not submitted within the stipulated deadlines will not be considered. A milestone refers to a key deliverable or achievement within the project.

The project work plan must give sufficient details of foreseen activities and are to be included as deliverables in the project proposal. The sub-sections below list the Mandatory deliverables that are required by the Council and a non-exhaustive list of Recommended deliverables that may be considered.

The Beneficiaries shall always cooperate with the Council in the promotion of the Programme by delivering presentations about the Awarded Project or through other reasonable means at the request of the Council.

Mandatory deliverables

- Publish at least two (2) articles per year in local newspapers, online platforms, or magazines including an acknowledgement to the Council and any other acknowledgements as stipulated in <u>Section 7.3</u>. These should not contain intellectual property but should raise awareness about the project and its benefits. A copy of this/these should be presented to the Council within two weeks of publication. Other forms of publications may be considered.
- Organise **at least one (1) Half Day Dissemination** event to be held at ESPLORA (unless directed otherwise by the Council) during the final months of the project.
- Report on project progress through reports and meetings as per <u>Section 7.3</u> and in line with the templates provided by the Council.

Recommended deliverables

- During the duration of the project, publish at least one (1) peer-reviewed research paper based on the work carried out throughout the Project in an open-access journal. The paper is to include an acknowledgement to the Council and any other acknowledgements as stipulated in <u>Section 7.2</u>.
- Oral presentation/s at international conference/s on the work carried out through the Project.
- The attainment of undergraduate degrees and/or postgraduate degrees and/or postdoctoral research. (In cases where the Project duration is insufficient for the purpose of submitting a degree, there has to be a commitment to complete the degree outside the duration of the project utilising other sources of funding).
- Additional project dissemination activities including but not limited to project exhibitions, workshops, and events (preferably open access). Examples include Science in the City, R&I cafes, Enterprise European Network events, project exhibitions and so on.
- Registration of patents or other Intellectual Property Rights stemming from the Project, in Malta as well as in any other country, on the work carried out throughout the project (or any tangible outcomes during the patenting process).
- The formation of any spin-off entities that are envisioned. Kindly highlight if these spin-offs will also be licencing any IP generated.
- Commercial commitments such as technology innovations to be included in a partner's existing product or service.
- Commercial commitments such as technology transfer licences.

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

3. List of Eligible Costs and Ineligible Costs

A grant must not exceed the overall amount which is established at the time of the project selection for award, based on the estimated eligible costs indicated in the budget breakdown form. Eligible costs are costs actually incurred and claimed by the beneficiary of a grant which meet all the following criteria:

- They are incurred between the Start Date and the End Date of the project.
- They are necessary for the implementation of the project as outlined in the project proposal which is the subject of the grant.
- They are identifiable, verifiable and being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of Malta and according to the usual cost accounting practices of the beneficiary.
- They comply with the requirements of applicable tax and social legislation. They are reasonable, justified and comply with the principle of sound financial management, regarding economy and efficiency.
- 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 within the Definitions (Section 1.1).
- Any expenses incurred during the Project must be consistent with the principles of economy, efficiency and effectiveness. Any purchases must be carried out at "arm's length" conditions. Commercial transactions between Beneficiaries within the same Project are not allowed.

3.1 Eligible Costs

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

Personnel

Personnel costs include wages of employees (researchers, technical staff, other research supporting staff) directly engaged by the Applicant to the extent and for the duration of the proposed research project.

- All employees in respect of whom costs are claimed must be registered with the competent local authorities and covered by a valid contract of employment in terms of the national legislation to employment.
- The total claimed hours worked by a full-time employee shall not exceed 1720 hours *per annum*. Moreover, respecting the capping in relation to other funded hours claimed within other funded projects.
- Annual stipends of € 6,000 for students reading for a master's degree or € 8,000 for students reading for a doctoral degree. For every engaged student, a full-time equivalent researcher(s) must be employed by the Applicant.
- Personnel costs related to Project Management are capped at 10% of the total project value.
- Table 1 shows the eligible hourly rates (inclusive of National Insurance, Inland Revenue, and other allowances) and personnel limits per applicant. The personnel hourly rate is calculated using the following formula:

Role in Project	Hourly rates in 2023	Hourly rates in 2024	Hourly rates in 2025	Limits per project
Management or equivalent	Up to €52.50/hour	Up to €55.13/hour	Up to €57.89/hour	Max 2 per project
Senior Researcher ² or equivalent	Up to €37.01/hour	Up to €38.86/hour	Up to €40.80/hour	Max 2 per project
Researcher ³ or equivalent	Up to €26.51/hour	Up to €27.84/hour	Up to €29.23/hour	No limits
Operational, technician, research support assistant or equivalent	Up to €14.54/hour	Up to €15.27/hour	Up to €16.03/hour	No limits

€z = (basic salary + allowances) / yearly workable hours of the	he employee.
---	--------------

Table 1 Eligible Hourly Rates

The rates stated in the table above are for the years 2023-2025. For subsequent years a 5% increase per year is allowed.

• 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.

² 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.

³ 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

- For personnel who are yet to be recruited for the project, applicants should submit a job description highlighting requirements of the role at the application stage.
- For personnel engaged by a Research Organisation as recognized by the Council as per L.N 212 of 2018 from third countries, the respective hosting agreement signed between the Research Organisation and the researcher/third country national, is required to be submitted to the Council.
- The hourly rates and the number of hours on the project per engaged individual, will have to be noted in the Budget Breakdown Form that will be requested if the proposal is invited to Stage 2. In the case of existing personnel, the names of the individuals will have to be noted in the Budget Breakdown Form and CVs are to be provided.
- Timesheets are to be completed and retained for all personnel, including students, as proof of number of hours spent on the project.

Instruments, Specialised Equipment and Research Consumables

These costs include the purchase/leasing of specialised equipment including software. An explanation of the relevance of the equipment in relation to the project, including specification where applicable, is required. If a specialised laptop/PC is to be purchased, please specify its usage and specifications.

These costs also include purchase of research consumables. The overall value of consumables typically cannot exceed 30% of project value. Proposals with consumables exceeding 30% of the project value need to be discussed at application stage.

Travel and Subsistence

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.

Type of Meeting		Number of persons funded			rsons func	led	Comments
Consortium meeting		Max.	of	2	persons	per	Within the project period.
		meeti	ng				
International Conference		Max. of 2 persons per event			sons per ev	vent	Max. of one conference
							every 6 months
'Other' project-related		Max.	of	2	persons	per	Need to be discussed and
meetings		occasion			approved by the Council.		

Costs of IP and Knowledge Transfer Activities

These costs include the costs of knowledge transfer activities and patents bought or licensed from outside sources shall be obtained at arm's length conditions. Such activities should be discussed with the Council before submission of the application to ensure eligibility.

Subcontracted Activities

Subcontracted activities shall be allowed up to a limit of 25% of the total project value. Such activities should be discussed with the Council before submission of the application to ensure eligibility.

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

- The PI remains responsible for the timely delivery of the subcontracted tasks;
- The PI shall ensure that such a third party is selected in a manner which is transparent, fair and impartial. Partners shall ensure that there is no discrimination between bidders and that all bidders are treated equally and transparently in all calls for quotations.
- The PI should ensure that the attainment of any services or goods respect the procurement criteria listed in <u>Section 4</u>.

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 be ineligible costs. <u>Details shall need to be provided in the National Application Form and ideally would have been discussed with the Council before submission to ensure eligibility.</u>

Overheads

Overheads (also known as <u>eligible indirect costs</u>) are costs that are incurred directly as a result of the project. These will be covered at **10%** of direct eligible costs claimed.

Aid Intensity

The financial contribution to an applicant under these Rules for Participation shall be 100% of the eligible costs incurred by that Partner.

Should at 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.

3.2 Ineligible Costs

The following shall be considered as a non-exhaustive list of ineligible costs:

- Expenses which are recoverable through other funding mechanisms, including recoverable value added tax.
- Re-purchase of equipment originally procured through other funding mechanisms.
- Personnel hours for travelling and/or overtime.
- Opportunity costs related to foregone production and production downtime arising from the allocation of resources to the Project.
- Standard office equipment and stationery.
- Purchase of equipment and services from partners or their subsidiaries.

- 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.
- Expenses related to loans, interest, etc.
- Any cost incurred to submit the preproposal and the full proposal.
- Any cost incurred before the start date and after the end date of the project.
- Any other costs not listed down in Sections 4.1, 4.2 and 4.3

Any line items not seen to be compliant with the nature of the programme will be subtracted from the grant.

4. Evaluation

Applications will be checked for administrative eligibility by the SBEP Joint Call Secretariat. Applications involving at least one Malta-based applicant will also be checked for administrative eligibility by the Council. Once the project application is deemed eligible, this will be scientifically evaluated by three independent external reviewers in accordance with the SBEP stipulated evaluation criteria as set in the <u>Call Text</u>.

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

5. Post Selection Process

5.1 The Grant Agreement

A Grant Agreement will be signed between the successful Applicant and the Council. This Agreement will serve as the basis for project funding and will regulate the transfer of funds to national beneficiaries. Hard copies of the Grant Agreement must be signed and endorsed by the respective legal representative(s) of the potential beneficiary within 15 days from the date on which the potential beneficiary receives them. Failure to endorse the Grant Agreement within the stipulated timeframe may result in the withdrawal of the offer for funding.

The Council reserves the right not to proceed with signing any Grant Agreement if the Council deems that doing so would be too high an exposure risk.

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 by the Council to publicise the award.

5.2 Start Date and End Date

The Project Coordinator with the project partners, shall decide on a common Start Date for the project. This information needs to be communicated to all the funding bodies involved in the project, to ensure that the national contracts are synchronised to cover all periods of the project.

The pre-determined date as agreed will be stated in the Grant Agreement, in line with <u>Section</u> 7.1. The start date must not be later than 31^{st} May 2024.

In view of the 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.

5.3 Grant Amount

The acceptance of an application does not automatically lead to an award of value that is equal to the amount requested by the applicant. The funding requested may be reduced based on the specific funding regulation applied. It should be noted that the grant amount foreseen by the agreement is a maximum which cannot be increased during Grant Agreement preparation with the Council.

5.4 Double Funding

Funding under this Call is made available on the basis that the Applicant has not benefited from any other grant or financial incentive of whatever nature, applied for and/or utilised for the same scope by the Council and/or other funding agencies as that for which funding is requested under this scheme. 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.

By signing the Grant Agreement, the Applicant will be authorising the Council to exchange essential information related to the project with other funding agencies, both local and overseas, for any necessary checks. Any occurrence of double funding should be communicated in writing to the Council, prior to the signing of the Grant Agreement and as may arise during the implementation of the project.

6. Funding, Management and Progress Monitoring

6.1 Allocation and Disbursement of Funding

For funding and reporting purposes, a submitted project proposal 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 of the awarded project, the Council will make an initial advance payment of 100% of the due financial contribution of this Stage and will 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 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 must be approved by the Council before moving to the next stage.
- For the second and any subsequent Stage, the Council will calculate the due financial contribution in relation to that 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. For the final Stage, the Council will make an advance payment of up to 80% of the due financial contribution. The Council shall retain 20% of the total project grant to be transferred only upon successful completion of the project. This is referred to as the Retention Money.
- 5. Following the termination of the project or expiry of the Grant Agreement, the Project Contact Point will be required to submit a Final Technical Report together with a Final Financial Report for the whole project. 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.
- 6. 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-spent 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.

6.2 Dissemination and Externalisation

All dissemination and publication of information in relation to the proposal selected for award is to commence following the signing of the Grant Agreement.

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

'Project <Project Name> is financed by the Malta Council for Science and Technology through the Sustainable Blue Economy Partnership that is supported by the European Union through Horizon Europe.'

Any websites or printed material related to the project should also include the Council logo, the **SBEP** logo, the 'co-funded by the European Union' logo with the EU flag together with the words European Partnership as per the Operational Guidelines for European Partnerships.

During the term of Agreement and for five (5) years thereafter, the Applicant shall include and prominently feature the Council and **Sustainable Blue Economy Partnership** in any publicity related to the project.

All publicity material shall be vetted and approved by the Council <u>before</u> publication. 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 their own expense in the subsequent issue of the publication.

6.3 Reporting

The first report required to be submitted is the **six-month report**. This is a brief report giving an overview of the project status mid-Stage. The six-month report is then requested in the 6th month of every subsequent stage.

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 (1) month from the end of the stage.

On the last day of the project, the Project Contact Point is required to submit an **End of Project Technical Report** covering the work undertaken during the Project period. The **End of Project Audited Financial Report** covering the expenditure undertaken during the entire project shall need to be submitted up to 8 weeks from the stipulated end of project date.

The Project Contact Point shall also set a schedule for periodical progress meetings with the Council to take place. During such meetings, beneficiaries should verbally update MCST on progress via a presentation.

Meetings	Project Timeline	Reports
Progress Meeting	Month 6	Six-month report
Progress Meeting	Month 12	End of Stage Technical Report
	Month 13	End of Stage Financial Report
Progress Meeting	Month 18	Six-month report
Progress Meeting	Month 24	End of Stage Technical Report
	Month 25	End of Stage Financial Report
Progress Meeting	Month 30	Six-month report
Progress Meeting	Month 36	End of Project Technical Report
	Month 38	End of Project Financial Report

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

- i. An overview of project activity and achievements over the stage under review compared with the originally submitted application.
- ii. An account of actual expenditure over the stage under review 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 End of Project Technical and Financial Reports shall contain details i. – iv. above as well as the financial audited reports as per below.

The audit will consist of, at least, the following checks:

- i. Accounts
- ii. Physical inventory
- iii. Timesheets and payslips / employee contracts
- iv. Receipts for all equipment and consumables
- v. Bank statements for the Project Account

The beneficiary shall appoint an auditor to conduct a detailed financial audit, following the completion of the project. The Council reserves the right to appoint an auditor to audit the Project Financial Audit as submitted.

The Council may at any time request supplementary information and documentation on the projects and may request additional progress meetings. The Council may make such additional enquiries into a project as deemed necessary. Any required documentation not submitted within Stage reports or Final Reports, or documentation not submitted within the

specified timeframes, may render the whole project ineligible, and may result in the Council recovering all funds disbursed across the project.

If the 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 beneficiary may be required to refund the Grant in part or in full. In any such event, the Council may also exclude a beneficiary from participating in future calls.

6.4 Accountability

The beneficiaries shall open a <u>specific</u> project bank account and records, clearly distinguishable from their other accounting records. All relevant expenses must be recorded in the specific account. All funding payments by the Council will 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 beneficiary. Direct eligible costs must be backed up with the relevant documentation as specified in the Grant Agreement.

6.5 **Project Extensions**

Time extension requests are unlikely to be accepted unless these are due to extenuating circumstances that are deemed plausible and conditionally valid by the Council. Such circumstances need to be unavoidable, and partners need to provide evidence to the Council that all efforts and best practice project management have been undertaken to remedy the extraneous circumstances.

If the Council deems a request for extension as conditionally valid, the Malta-based Principal Investigator would need to communicate it to the Project Coordinator, who in turn will inform all the other funding agencies in the project. The Council will validate the extension upon confirmation of approval and consensus from all partners within the project of the new End Date.

6.6 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.

If during the project a partner withdraws from the Project Consortium, the beneficiary should immediately advise the Council. In this event, the relevant articles of the Project Consortium Agreement and the National Grant Agreement shall apply.

6.7 Default

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

6.8 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.

7. 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 the 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'.