



FUSION R&I : Go To Market - Accelerator Programme

Rules for Participation 2025 - Option B – State Aid Not Applicable



**FUSION**  
The R+I  
Programme



## Contents

1	Introduction .....	<b>4</b>
2	The Go To Market - Accelerator Programme .....	<b>4</b>
2.1	<i>Programme Scope and Focus</i> .....	5
2.2	<i>Contacts</i> .....	5
3	Definitions .....	<b>5</b>
4	Eligibility Criteria and Applications .....	<b>11</b>
4.1	<i>Eligibility for Participation</i> .....	11
5	Consortium .....	<b>13</b>
5.1	<i>Composition</i> .....	13
5.2	<i>Lead Partner</i> .....	14
5.3	<i>Conflict with Fundamental Aim of Programme</i> .....	14
6	Eligibility and Applicable Obligations (Option B) – Non State Aid .....	<b>15</b>
7	Commercialisation Voucher Programme (CVP) .....	<b>16</b>
8	The Application Process .....	<b>17</b>
8.1	<i>Application Submission</i> .....	18
8.2	<i>Considerations at Application Stage</i> .....	21
8.2.1	Respecting Lead Times .....	21
8.2.2	Assistance with Applications .....	21
9	Confidentiality of Submissions .....	<b>22</b>
10	Programme Parameters .....	<b>22</b>
10.1	<i>Project Grant</i> .....	23
10.2	<i>Start Date and Duration</i> .....	23
10.3	<i>Deliverables</i> .....	23
10.3.1	Mandatory Deliverables .....	25
10.3.2	Recommended Deliverables .....	26
11	Eligible Costs .....	<b>27</b>
11.1	<i>Subcontracted Activities</i> .....	29
11.2	<i>Dissemination</i> .....	30
11.3	<i>Audits</i> .....	30
11.4	<i>Eligible Indirect Costs</i> .....	31
11.5	<i>Ineligible Costs</i> .....	31
11.6	<i>Aid intensity</i> .....	31
10.7	<i>Collaborators</i> .....	32

12	Evaluation .....	<b>32</b>
13	Post Selection Process .....	<b>35</b>
13.1	<i>The Grant Agreement</i> .....	<b>35</b>
13.2	<i>Start Date and End Date</i> .....	<b>36</b>
14	Double Funding .....	<b>36</b>
15	Funding, Management and Progress Monitoring .....	<b>36</b>
15.1	<i>Allocation and Disbursement of Funding</i> .....	<b>36</b>
15.2	<i>Final Financial Audit</i> .....	<b>37</b>
15.3	<i>The Technical and Financial Reports</i> .....	<b>38</b>
15.4	<i>Accountability</i> .....	<b>39</b>
15.5	<i>Dissemination and Externalization</i> .....	<b>39</b>
15.6	<i>Transfers of Funds</i> .....	<b>40</b>
16	Supervening Circumstances .....	<b>42</b>
16.1	<i>Default</i> .....	<b>42</b>
17	Interpretation of Rules .....	<b>43</b>
18	European Innovation Council (EIC) Accelerator - Plug in Scheme .....	<b>43</b>
19	Annex 1: Feasibility Study .....	<b>44</b>
20	Annex 2: EIC Accelerator - Plug In .....	<b>51</b>

## 1 Introduction

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FUSION is a national funding programme that drives and supports local Research and Innovation (R&I), as well as providing the necessary support for researchers and technologists to turn their innovative ideas into a market-ready reality. FUSION is supported through Malta Government funds and is managed by the Xjenza Malta as the Managing Authority.

The main objectives of FUSION are:

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

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

FUSION is composed of various programmes. These programmes are designed in a way to offer the necessary mentoring and financial support for researchers and technologists to develop their ideas for the betterment of society

## 2 The Go To Market - Accelerator Programme

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The Go To Market Accelerator Programme is designed to support the final stages of Technology Readiness Level (TRL) advancements necessary for deploying a product or service into operational environments. This grant offers funding to facilitate optimization, verification, and validation activities, including validating the application of the technology, for innovations at the prototype stage.

Ultimately, this initiative aims to solidify and validate prototypes for market entry and focus on enhancing production quality to establish a clear path to market. The Go To Market - Accelerator Programme targets the refinement of novel prototypes, potentially building upon previous funding from FUSION or Xjenza Malta grants. This initiative ensures that the proposed technology has undergone the essential preparatory phases to demonstrate its market potential.

Moreover, the programme aligns seamlessly with comprehensive, independent feasibility studies aimed at confirming the commercial viability and novelty of the technology.

## 2.1 Programme Scope and Focus

The Programme provides financial support for novel technologies which have reached the prototype stage (TRL 5-6). These projects will continue to build on the outcomes of previous development efforts to complete the development cycle of the project and aim to reach a TRL level of around 7-8.

## 2.2 Contacts

For general enquiries kindly contact:

Name: Mr. Kyle Bonnici  
Designation: R&I Executive  
Xjenza Malta  
Villa Bighi, Bighi,  
Kalkara KKR 1320  
Email: kyle.bonnici.4@gov.mt  
Tel: +356 2360 2209

For escalated enquiries kindly contact:

Name: Mr. Mark Farrugia  
Designation: Acting Senior Executive (R&I unit)  
Xjenza Malta  
Villa Bighi, Bighi,  
Kalkara KKR 1320  
Email: mark.c.farrugia@gov.mt

## 3 Definitions

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

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.

Beneficiary refers to an entity having submitted an application form for funding under this Programme in accordance with the corresponding National Rules for Participation, which is selected for funding.

Consortium means a group of two or more Partners. At least one of these Partners must fall within the definition of Maltese Legal Entity as defined in this Section. One of the partners would be the Lead Partner. Foreign Partners can appear within the consortium, over and above the minimum requirements set out in this definition, however foreign partners are not eligible for funding.

Due Diligence is an investigation of a business or person prior to signing the Grant Agreement.

Effective collaboration means collaboration between at least two independent parties to exchange knowledge or technology, or to achieve a common objective based on the division of labour where the parties jointly define the scope of the collaborative project, contribute to its implementation and share its risks, as well as its results. One or several parties may bear the full costs of the project and thus relieve other parties of its financial risks. Contract research and provision of research services are not considered forms of collaboration.

Eligible 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.

Employee means any person who has entered into or works under a contract of service, or any person who has undertaken personally to execute any work or service for, and under the immediate direction and control of another person, including an outworker, but excluding work or service performed in a professional capacity or as a contractor for another person when such work or service is not regulated by a specific contract of service. The employee must conform with the eligible cost under the personnel category. The employment must conform to the relevant Maltese employment legislation and extenuating obligations.

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.

Evaluators are the consultants who responded to Xjenza Malta's Call for Applications to provide evaluation services for submissions made through this Programme.

Grant Agreement (GA) is the funding agreement concluded between the Managing Authority and the beneficiary/ies and specifies the rights and obligations of the contracting parties.

Innovation is defined as the internationally novel scientific/technological development of a technological process, product, or service. Also, the definition of innovation within the same context can also be applied to non-novel, yet step-change/ground-breaking enhancement of existing technological processes, products or services, or even the application of existing knowledge to new novel applications of these solutions to deliver step-change competitiveness through such an application.

Intellectual property (IP) is an asset capable of being owned sold and licenced. It refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. IP is protected in law, such as, [patents](#), [copyright](#) and [trademarks](#), which enable people to earn recognition or financial benefit from what they invent or create.

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

Managing Authority refers to Xjenza Malta, an Agency established as per S.L. 595.49.

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

Project Grant means the granted funding provided.

Partner is defined as a partner in a consortium.

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

Principal Investigator The term refers to the lead researcher on behalf of the local applicant/beneficiary of a transnational project consortium. May be the same as the Project Contact Point.

Project Contact Point is the individual, appointed to act on behalf of the Applicant and who is responsible for communicating with Xjenza Malta about the Project. This may also be referred to as the Principal Investigator. The Project Contact Point shall have the following responsibilities:

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

Project period is the period allocated for the execution of the Project, and as indicated by the applicant. For the purposes of the Go-To-Market Programme, this period is of twenty-four (24) months.

Public entity is any Ministry, Department, Entity, Authority, Public Commission, Public Sector Foundation or 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 and the financing, the costs and the revenues of that economic activity shall be accounted for separately from the other non-commercial activities.

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) 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, including digital products, processes or services, in any area, technology, industry or sector (including, but not limited to, digital industries and technologies, such as super-computing, quantum technologies, block chain technologies, artificial intelligence, cyber security, big data and cloud technologies). Industrial research 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.

b) 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 including digital products, processes or services, in any area, technology, industry or sector (including, but not limited to, digital industries and technologies, such as super-computing, quantum technologies, block chain technologies, artificial intelligence, cyber security, big data and cloud technologies). 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.

c) Feasibility study means the evaluation and analysis of the potential of a project, which aims at supporting the process of decision-making by objectively and rationally uncovering its strengths and weaknesses, opportunities and threats, as well

as identifying the resources required to carry it through and ultimately its prospects for success.

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 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.

Technology application validation: confirms that system performance and operation are met under anticipated operating scenarios. Further, it seeks to confirm that the technology will be appropriate in the intended use case and will meet the needs and requirements of the end user.'

## 4 Eligibility Criteria and Applications

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This section provides details as to the criteria which must be checked in order to assess the entity/s or consortium's eligibility to apply and the application's fit within this Programme.

Public entities and public research and knowledge dissemination organisations that do not carry out an economic activity within the meaning of Article 107 TFEU, are eligible to apply for funding under this Programme subject to the terms and conditions laid out in these Rules for Participation, as further outlined in Section 6 below.

Applicants must have a Technology Readiness Level (TRL) of 5 or 6 to be eligible for this programme and may not reapply with the same project if they have already been granted a Go-To-Market Accelerator Programme.

### 4.1 Eligibility for Participation

Applicants may be sole entities or consortia

Any Applicant which at the time of proposal submission is deemed to be non-compliant with respect to Grant Agreement obligations on any other active project funded by Xjenza Malta, may be deemed ineligible at application stage or may be refused funding under this programme. For the purposes of this paragraph non-compliance with respect to Grant Agreement obligations shall also be deemed to include failure to respect approved project timelines on other projects funded by the Agency and circumstances where the applicant is in recognised default of Grant Agreement obligations on any other active project funded by the Agency. Similarly, should applicants become non-compliant during the call process, they will not be awarded funding under this programme.

The following parties are eligible to apply:

1. Anyone who is applying for the GTM Accelerator call and has successfully completed the CVP as of 1<sup>st</sup> January 2022.
2. Maltese registered Entities who have not successfully completed the CVP as of 1<sup>st</sup> January 2022 must include the CVP exercise as Work Package 0 of their proposal

Funding under this scheme 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 costs and scope as that subject of the funding requested under this scheme.

Applicants under the Non-State Aid (*Option B*) regime must understand that, should they be found to be in breach of the conditions for being exempt from State Aid regulations, Xjenza Malta will enforce the retrieval of disbursed funds with interest, in part or in full, as the case may necessitate.

The Applicant also undertakes to comply faithfully and immediately with any decision of the European Commission or a Maltese Judicial Authority declaring Article 107(1) TFEU to be applicable to this project or activity.

Xjenza Malta also reserves the right to terminate any applications that have followed in part or in full the Non-State Aid (*Option B*) regime, should Xjenza Malta not be satisfied with the segregation of work packages, activities, tasks and deliverables, as well as budgets.

All applications should be accompanied by the relevant declarations duly completed within the Appendices of the Application Form with particular attention also being given to potential indirect state aid, to undertakings within the same eventual project, should it be selected for funding.

The applicant must be a Maltese Public Entity, or a Maltese Public Research and knowledge-dissemination organisation, as defined in Section 3, that does not carry out an economic activity within the meaning of Article 107 TFEU. Such applicants may apply and will be eligible for funding subject to the terms and conditions laid out in this document.

Kindly note that in the case of public foundations, applicants will be required to provide an authenticated constitutional document (e.g., Statute/ Deed) which will be considered during the national eligibility check stage (to be included as an annex to the application form)

## 5 Consortium

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### 5.1 Composition

A project application may be submitted by a consortium which consists of two or more partners who are individually eligible to apply to this programme.

It is permissible for a consortium to consist of one or more partners applying under the Option A Rules for Participation, and one or more partners applying under Option B as per these Rules for Participation.<sup>1</sup>

One of the partners should be designated as the Principal Investigator (lead partner) and will be responsible for the application for the R&I project, the appointment of a Principal Investigator and the execution of the project.

Any person may only be involved with one project partner (Refer to section 5.3).

The project proposal must be submitted by the Principal Investigator on behalf of the consortium, with prior endorsement and signature of application by the legal representative of each partner. Should the endorsement be absent, a delegated authority should be sought and achieved. The role of Principal Investigator shall be performed by a physical person who is an employee of the Lead Partner. Legal entities other than physical persons, as well as foreign entities are not eligible to perform this role.

A Consortium Partner wishing to withdraw from the project, must present their case to Xjenza Malta through their Principal Investigator. As a result, and at its discretion, Xjenza Malta may request the refunding of money disbursed to that partner and may even terminate the project in its entirety. All Project partners would still be obliged to provide all stage technical and financial reporting at their own expense. In extenuating circumstances, Xjenza Malta may at its discretion, consider suggestions for replacement of a Partner. However, the project proposal would need to be re-evaluated. Should this be the case, the overall rules for participation would need to be adhered to and the technical and financial distribution of the projects should remain unchanged.

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<sup>1</sup> The relevant appendices to the application should be completed by each partner.

The Principal Investigator has overall responsibility for the project, and shall have the following responsibilities:

- ✓ To coordinate the timely development of the project, including establishing and managing project activities, timeframes and financial estimates;
- ✓ To coordinate the timely activities of the individual project partners on an ongoing basis, and to ensure that they fulfil their obligations in terms of the Contractual Agreement;
- ✓ To compile all reports including Technical and Financial Reports including submissions by all project Partners in a timely fashion;
- ✓ To act as the main point of contact between Xjenza Malta and the project Partners

## 5.2 Lead Partner

The Lead Partner is responsible to ensure that the Principal Investigator complies with all obligations assigned within the contract governing this grant, including being responsible for the timely submission of reports and effective execution of the project. This person will also act as the Project Contact Point.

## 5.3 Conflict with Fundamental Aim of Programme

Pertaining to the arm's length principal, the participation of individuals in a consortium must not be of such nature as to create conflicts with the fundamentals of knowledge transfer and commercialisation.

Two legal entities shall be regarded as independent of each other where neither is under the direct or indirect control of the other or under the same direct or indirect control as the other. Control may take either of the following forms:

- a) The direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or a majority of the voting rights of the shareholders or associates of that entity.
- b) The direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

The following relationships between legal entities shall not in themselves be deemed to constitute controlling relationships:

- a) The same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50% of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates.
- b) The legal entities concerned are owned or supervised by the same public body.

Partners in the same consortium cannot be involved in any commercial transaction with another partner in the same consortium, or any other entity with shared shareholding, or any other entity within the same group of companies as the partner, on any matter related to the R&I Project.

## 6 Eligibility and Applicable Obligations (Option B) – Non State Aid

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These Rules for Participation allow eligibility under a non-state aid route.

Under these rules, the partner must be considered a public entity, or a public research and knowledge dissemination organisation, as defined in Section 3, that does not carry out an economic activity within the meaning of Article 107 TFEU.

Those entities that may be eligible for participation under this route shall be required to declare themselves as:

a public “research and knowledge dissemination organisation” as defined in the Commission Framework for State aid for research and development and innovation (2022/C 414/01) paragraph 16(ff), which carries out a non-economic activity in line with the following:

- (a) primary activities of research organisations and research infrastructures, in particular:
  - education for more and better skilled human resources.
  - independent R&D for more knowledge and better understanding, including collaborative R&D where the research organisation or research infrastructure engages in effective collaboration;

- wide dissemination of research results on a non-exclusive and non-discriminatory basis, for example through teaching, open-access databases, open publications or open software;

(b) knowledge transfer activities, where they are conducted either by the research organisation or research infrastructure (including their departments or subsidiaries) or jointly with, or on behalf of other such entities, and where all profits from those activities are reinvested in the primary activities of the research organisation or research infrastructure. The non-economic nature of those activities is not prejudiced by contracting the provision of corresponding services to third parties by way of open tenders.

or

(a) a public entity whose activity does not constitute an economic activity within the meaning of Article 107 of the Treaty on the Functioning of the European Union<sup>2</sup>. Where applicable, applicants need to ensure adherence to Section 2.2 “Indirect State aid to undertakings through public funded research and public knowledge dissemination organisations and research infrastructures” of the Framework for State aid for research and development and innovation (2022/C 414/01).

## 7 Commercialisation Voucher Programme (CVP)

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*As of the year 2024, the Go To Market Accelerator Programme will support the performance of a feasibility study.*

Any applicant applying for the GTM Accelerator call and has successfully completed a feasibility study through the Commercialisation Voucher Programme as of 1<sup>st</sup> January 2022 must include the completed report along with the application.

Applicants who wish to apply for the GTM Accelerator Call but have not performed a Feasibility Study, will be afforded the option before the project commences. We are introducing the option to go through the Feasibility study in Work Package 0. The

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<sup>2</sup>The relevant appendices to the application should be completed by each partner.



activities related to the Feasibility Study will be in accordance with the CVP activity guidelines appended with these rules. The Feasibility Study will consist of the Intellectual Property Check Report (Add-on 1) and the Commercial Viability Test (Add-on 2).

The Feasibility study will be performed by an approved Service provider chosen following an acceptance meeting.

The Feasibility Study has a value of €14000 excluding VAT. The Feasibility Study will have a duration of 16 weeks. Applicants who wish to conclude the study in a shorter period, can start the 2 reports simultaneously.

Reports will be evaluated by an independent external evaluator and needs to exceed certain thresholds to proceed to the GTM Accelerator grant. Each report will be scored out of 100 and needs to exceed 60%. In the case that a report does not meet the threshold, up to 2 additional chances for a review can be provided at the discretion of Xjenza Malta. Following this, if the Feasibility Study is not successful, the project will be terminated at that stage and will not proceed to the GTM Accelerator grant.

The Commercialisation Voucher Programme will be governed by a separate grant agreement signed by the Lead Beneficiary and the Managing Authority

The following explains the procedure related to Feasibility Study done through the GTM Accelerator.



- 1) Intellectual Property Check (IPC) – 4 weeks - € 4K
- 2) Commercial Viability Test (CVT) – 12 weeks - € 10K

N.B. Vouchers can be done simultaneously

## 8 The Application Process

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The Call for Project Proposals will be open from 20<sup>th</sup> January 2025 at 23:59pm. Proposals which are received after the stipulated deadline will be deemed

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

Applicants should refer to the eligibility criteria in Section/s 4,5 and 6.

## 8.1 Application Submission

The Go to Market - Accelerator Programme application, which must be submitted prior to the start of works, should present a coherent, comprehensive, and credible plan based on:

- ✓ Reasonable estimates of human resources, finance, deliverables and timeframes;
- ✓ Templates provided by Xjenza Malta.

Kindly note, that for those who have already successfully completed the CVP, the Managing Authority will append the CVP reports to your application form to ensure consistency between the proposed activities and the reports.

Submission, evaluation and selection of project applications will be in the form of a one-stage process. The applicant should ensure complete compliance to these 'Rules for Participation' prior to submission as no amendment or negotiations are allowed after submission.

If any errors with the budget are noted, the budget will be either considered as a major deviation or minor deviation and will be handled as described in Section 12. Xjenza Malta maintains the right to request further clarifications regarding the proposal after its submission, should the need arise.

The legal representative of each participating organisation within the consortium must sign off on the application and enter the date of signature. The legal representative of each participating organisation within a consortium must also sign off all relevant declarations found within the appendices of the application form. In case of sole entities, the legal representative of the entity applying must sign off on the application and all relevant documentation.

The content of the application form and these rules for participation will be directly appended to the Grant Agreements for successful applicants and will constitute the Grant Agreement technical obligations.

Any text or appendices within the submitted application, that go beyond the prescribed maximum word count and/or page limits, shall be disregarded in the scientific evaluation process.

In the case that the Commercialisation Voucher Programme was successfully done, it is crucial to note that applicants are to include actions towards the implementation of recommendations from Service Providers and/or evaluators from the Commercialisation Voucher Programme. In this way the opportunities and threats identified are integrated into the implementation plans for the Go To Market Accelerator project to ensure a better chance of success in the delivery of marketable solutions.

Application forms can either be sent electronically to [gtm.xjenzamalta@gov.mt](mailto:gtm.xjenzamalta@gov.mt), keeping Kyle Bonnici ([kyle.bonnici.4@gov.mt](mailto:kyle.bonnici.4@gov.mt)) in copy, with "Go To Market - Accelerator Programme Submission" as a subject. It is the responsibility of the applicant to ensure that a confirmation of receipt is provided.,

All submissions shall include:

- ✓ The application form in MS Word (.docx) format and a signed scanned copy (to be sent by email or on a pen drive)
  - A precise plan of project activities, timeframes and deliverables.
  - A precise indication of project costs signed within the application and as a separate spreadsheet.
- ✓ The budget breakdown form *describing the budgetary request of the project*
- ✓ Curricula Vitae of key persons including relevant track records. These should clearly establish that the applicant has the potential to carry out the project.
- ✓ A detailed business concept in the scope of commercialising the technology.<sup>3</sup>
- ✓ Additional Declarations (related to Personal Data, Cumulation of Aid, Double Funding, Outstanding Recovery Order and Transparency Obligations) for each partner (where applicable)

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<sup>3</sup> All profits from any knowledge transfer activities must be reinvested in the primary activities of the public entity or public research organisation.

- ✓ In the event that a consortium is formed with a partner that is a start-up and that applies under the State Aid option of this scheme , such start-up shall provide the financial projections for three (3) years signed by an independent certified public accountant, including:
  - ✓ an income statement,
  - ✓ a cash flow statement, and
  - ✓ a statement of financial position
- ✓ Management accounts to include detailed profit and loss and balance sheet for the current year.
- ✓ Effective Collaboration Declaration Form if applying as a consortium with a partner applying under option A
- ✓ Indirect State Aid Declaration form when submitting as a consortium consisting of partners applying under both option A and option B.
- ✓ An IP Agreement in the case of consortia
- ✓ Any other documents required by Option B in the case of partner applying under that route.
- ✓ Preference will be given to projects that can provide a feasibility study in line with the 'CVP Activity guidelines' partly annexed at the end of this document. Should a project be selected which is not in possession of a feasibility study, the project will be granted the vouchers which will need to be successfully completed before commencing with the project.

In case where private partners form part of a consortium, the below must be submitted by each of such partners.

- Entity Size Declaration Form
- Undertaking in Difficulty Form
- Effective Collaboration/Wide Dissemination Declaration Form

Undertakings will be subjected to a Due Diligence evaluation which will make use of the documents submitted as well as documents within public record.

It should be noted that emails with large attachments may be rejected by the system. Other file transfer services (such as WeTransfer) may be considered. It is the responsibility of the applicant to ensure that application documents are sent out successfully. Proposals which are received after the deadline stipulated will be deemed administratively non-compliant.

All received applications shall be acknowledged by email. Incomplete applications which are not received by Xjenza Malta as of 14th March 2025 (23:59 CET) will not be considered.

## 8.2 Considerations at Application Stage

### 8.2.1 Respecting Lead Times

All organisations, including Xjenza Malta, have their internal procedures for processing, approving and signing off on legally binding documents. Beneficiaries are to ensure that they are aware of these lead times in their organisation as well as in the other relevant organisations which may be involved. It is the applicant's responsibility to ask for information on lead times pertaining to Xjenza Malta.

Applicants should also consider personal commitments, vacation leave etc, when planning to submit an application. All project application submissions, which must reach Xjenza Malta by the deadline, must be dated, signed and initialised (stamped or signed) on each page by the Lead Partner's legal representative and must include signatures of the legal representatives of each respective participating organisation within a Consortium.

### 8.2.2 Assistance with Applications

Prospective project applicants are encouraged to seek the advice of Xjenza Malta in the preparation of the project application. This should help identify any areas of concern prior to the submission of the application and lead to a better quality of submission. Advice shall only be given in respect to these Rules for Participation and

not on technical grounds. Applicants are particularly encouraged to seek Xjenza Malta's guidance through proposal-specific one-to-one sessions to ensure that the single-stage application documentation is complete and effective, as once submitted, cannot be edited.

## 9 Confidentiality of Submissions

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All project application submissions shall be treated in the strictest confidence.

Without prejudice to the generality of the above it is only the name of the entity, the Project Contact Point, the title of proposal and the abstract which may in the course of the process be published.

The collection of data by Xjenza Malta through the application for aid under the Programme, submitted by the Applicant and the subsequent processing of said data by Xjenza Malta to evaluate the data subject's request for aid under the Programme and the storage of said data shall at all times be in accordance with:

- i. The provisions of these National Rules for Participation; and
- ii. Data Protection Act (CAP 586 of the Laws of Malta) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 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.

## 10 Programme Parameters

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Xjenza Malta reserves the right to carry out financial and/or technical audits to its discretion at any time within the project to ensure that Programme Parameters as per contractual obligations are being observed.

## 10.1 Project Grant

- The accelerator grant will have a maximum grant of up to €150,000
- Should the project also require a feasibility study, the accelerator grant will be contingent on the completion of a feasibility study as outlined in annex 1. The feasibility study will be of a value equivalent to €14,000 with an aid intensity of 100%.

Note: In case a partner applying under GBER is involved in the project, the total aid intensity of the project may vary.

## 10.2 Start Date and Duration

The project must start by the start date as specified in the grant agreement or as otherwise stated by Xjenza Malta.

The project should be a single stage project with a duration of 24 months.

## 10.3 Deliverables

Deliverables are tangible outcomes of the project and must be submissible. They must be proposed to be carried out between the start date and end date of the project. Deliverables not planned within the project timelines will not be considered. A milestone refers to a key deliverable or achievement within the project. If the project is awarded funding, detailed and comprehensive evidence should be submitted for each deliverable described in the application form to ensure that it has been attained successfully.

It is required that:

- File storing and synchronization service e.g. Google Drive or Dropbox, is set up and shared with Xjenza Malta to support the project monitoring process. The shared folder should reflect the structure of deliverables provided in the application form i.e., every deliverable should have its own sub-folder with evidence saved within.
- The content of each deliverable should be proportionate to the research effort carried out to obtain such results. Each deliverable should consist of a report of not less than 2-3 pages. Each deliverable proposed should be described by a percentage reflecting the contribution to the overall project.

- Xjenza Malta should be notified by email each time there are new documents updated with the file storage system, detailing a log of added, removed and/or modified documents as necessary.
- Following each due-date a soft copy the final version of the deliverable/s will be held at Xjenza Malta which will then be considered the final version. All submitted deliverables should still be held on the file storage system for at least 6 months following the successful closure of the project.

The Beneficiaries shall always cooperate with the Agency in promoting the Programme by presenting the Awarded Project or through other reasonable means, as requested by the Agency.



### 10.3.1 Mandatory Deliverables

The beneficiary/ies are under the obligation to:

- ✓ Report on project progress as per the list hereunder and in line with the templates provided:
  - Hold a meeting with Xjenza Malta for month 1, and every 6 months thereafter (including presentation) to verbally update on the project progress.
  - Interim Technical Reports and Financial Reports
  - End of Project Technical Report;
  - End of Project Financial Audited Report
  - A Business Plan or Business Case specific to the project (provided one has not been prepared prior to application).
  - Intellectual Property Check Report (If the CVP was not completed as of 1<sup>st</sup> January 2022)
  - Commercial Viability Test Report (If the CVP was not completed as of 1<sup>st</sup> January 2022)

The reports are to include sufficient evidence on the achievement of the project objectives as well as the parameters indicated in the application and should be provided in accordance with the templates presented to the Principal Investigator by Xjenza Malta. The Technical Interim Report must be submitted mid-way through the project. The Financial Interim Report must be submitted within one month from the interim meeting. The Technical Report must be submitted prior to the termination. The end of project financial audited report must be submitted two months from the completion of the project.

Any changes to the project deliverables, work-packages or any other parameter committed in the application are to be communicated in writing to Xjenza Malta, at least prior to the deadline, who will then seek approval from the Unit Director. A clear justification in writing should be provided on the appropriate letterheads. Acceptance or otherwise of any changes is at the sole discretion of Xjenza Malta and its decision is binding and final. Any other communication is not considered valid or binding.

### 10.3.2 Recommended Deliverables

Further to the mandatory deliverables, Xjenza Malta encourages the deliverables below (not more than 10). Xjenza Malta does not oblige such deliverables, however commitment of such recommended deliverables by the Consortium at the application stage may enhance the strength of the application form. The recommended deliverables include:

- ✓ Registration of Intellectual Property
- ✓ The formation of private, spin-off entities
- ✓ Commercial commitments.
- ✓ Verification and validation reports.
- ✓ Certifications (CE, ISO, etc.)
- ✓ Oral presentation/s at international conference/s
- ✓ Additional project dissemination activities particularly to boost the commercial potential of the project.

Activities related to project set-up, such a personnel recruitment, procurement of equipment, internal meetings, etc, should not be considered as deliverables. Where deliverables require periodic submissions (e.g. monthly reports on progress, reports on IP status etc.), it is only the final submission that will be considered as the deliverable.

Proposed deliverables are not to exceed 10 in addition to the mandatory deliverables stated in section 10.3.1. The format of the deliverables (eg. Presentation; Report; Correspondence; Legal Agreement; Images; Event Agenda; Recording; Video; Database; Certificate; Manuscript; Other) as well as an indication of percentage completion related to each deliverable. More guidance is present in the application form.

Xjenza Malta appreciates that the attainment of these deliverables may depend on externalities. The applicant 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.

## 11 Eligible Costs

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Eligible direct costs are those costs incurred directly 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.

Kindly take note of the ineligibility of travel costs. The eligible direct costs in full are:

- o Personnel Costs

Costs of employed researchers, technicians and other supporting staff to the extent employed on the project.

Employees that have utilised elsewhere their allocated quota of research hours defined in their contract can apply for pro rata payment, up to a maximum of an additional 10 hours per week, for supervisory, research or management hours (overseas travel hours are ineligible) as an eligible cost of the project, if this is permissible within their contract of employment.

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

€ z = (basic salary + allowances)/yearly weekday hours. Eligible salaries are pinned to the following hourly rates (including National Insurance and Inland Revenue and allowances)

Role in Project	Hourly rates (€/hr) 2025		Hourly rates (€/hr) 2026		Hourly rates (€/hr) 2027	
	Min	Max	Min	Min	Max	Min
Manager	NA	55.03	NA	57.78	NA	60.67
Senior Researcher <sup>4</sup> , IP executive or equivalent	30.41	41.99	31.93	44.09	33.53	46.29
Researcher <sup>5</sup> , IP officer or equivalent	15.93	30.40	16.73	31.92	17.57	33.52
Operational, technician, research support assistant or equivalent	NA	15.92	NA	16.72	NA	17.56

The rates stated in the table are for the year 2025-27. For subsequent years a 5% increase per year is allowed. Kindly ensure that only hourly rates are provided in the application form.

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 applications along with the number of hours on the project per individual. In the case of existing personnel, the names of the individuals will have to be noted in the application and their respective CVs need to be submitted.

Personnel Costs related to Project Management are limited to 15% of the project value. Any project management which is not carried out by any of the partners shall be deemed to be subcontracting and, apart from being subject to the 15% maximum

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<sup>4</sup> 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 applicant is to confirm this judgement with Xjenza Malta well in advance of submitting the application form

<sup>5</sup> 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.

threshold detailed herein, will also be calculated as part of the 40% maximum referred to subcontracting costs.

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.

- o Costs of instruments and Specialised equipment: Purchase/leasing of specialised equipment including software. For equipment valued at over €15,000, technical specifications are to be provided in the application form. If a specialised Laptop/pc is going to be purchased, please provide a letter justifying the planned project utilisation of such equipment in relation to its performance characteristics.
- o Consumables incurred directly as a result of the project: Overall value of consumables cannot exceed 30% of project value. Proposals with consumables exceeding 30% of the project value need to request a pre-agreed deviation at application stage.
- o Patent renewal/maintenance fees: Limited to €3,000 excluding indirect cost.

### 11.1 Subcontracted Activities

Subcontracted Activities shall be up to a limit of 40% of the project value and are eligible only if they are used exclusively to achieve the aims of the project.

Subcontracted Activity means any activity related to the project, (including but not limited to consultancy), which is not carried out directly by the applicant or its employees but is carried out by any third party (local or foreign) individual, company, partnership or entity, under whatsoever terms and conditions.

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

- ✓ The applicant remains responsible for the timely delivery of the subcontracted tasks;

- ✓ The applicant shall ensure that such a third party is selected in a manner which is transparent, fair and impartial in line with the applicant's procurement processes.
- ✓ The applicant shall ensure that there is no discrimination between bidders and that all bidders are treated equally and transparently in all calls for quotations;
- ✓ The applicant should ensure that the attainment of any services or goods respect the procurement guidelines.
- ✓ The activity performed by the subcontracted party must still fall within the definition of Industrial research or experimental development.

## 11.2 Dissemination

Dissemination activities shall be up to a limit of 15% of the project value.

For participants under option B, dissemination costs related to preparation and creation of dissemination and demonstration material, registration fees for events, fees related to exhibiting and attending trade fairs, stakeholder meetings, networking and pitching events, are eligible.

Only travel in relation to dissemination and externalisation activities is eligible and makes up part of the 15% limit.

## 11.3 Audits

Eligible Costs and procedures are to conform with the auditor's checklist which will be included in the grant agreement and are subject to the final audit scrutiny.

- Any expenses incurred during the project's lifetime must be consistent with the principles of economy, efficiency, and effectiveness.
- In the event of purchases of any value, private entity beneficiaries are required to demonstrate adequate market testing, by obtaining three quotations from three different, independent, and relevant sources.
- Public entity beneficiaries are to follow Public Procurement Regulations in their entirety.
- Any calls for the recruitment of staff on a project must be well advertised and conducted in a strictly transparent manner including an interview process.

#### 11.4 Eligible Indirect Costs

Overheads incurred directly as a result of the project will be covered at 20% of direct eligible costs for all line items being requested.

#### 11.5 Ineligible Costs

The following is a non-exhaustive list of expenditure which 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 within the consortium
- ✓ 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/ stationery
- ✓ Personnel hours for travelling.

In the event a cost which is not clearly ineligible/eligible is to be proposed. Kindly contact Xjenza Malta by clarification. Any clarification is to be performed at least two (2) working days prior to the to the submission deadline.

#### 11.6 Aid intensity

A partner participating under these set of rules (Option B) will be awarded assistance amounting to 100% of eligible costs.

## 10.7 Collaborators

Should the applicant wish to have any collaborators, these can be included in the application form. The expected contribution/s by the said collaborators should be stated and supported by a letter of intent. These collaborators may be foreign or local. They are not eligible to receive funding through this proposal.

## 12 Evaluation

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Project applications will be evaluated through a three-step process. Primarily, projects will undergo an administrative compliance evaluation. At this stage, if any errors with the budget are noted the budget will be either considered as a major deviation or minor deviation. Major deviations refer to cases where ineligible costs amount to 10% or over of the project grant whereas minor deviations are under 10% of the project grant. Major deviations will be considered administratively non-compliant whereas minor deviations will be amended by Xjenza Malta and sent for external evaluation with the beneficiaries given the opportunity to approve or reject the new conditions following the external evaluation.

If successful, projects will be forwarded to three external evaluators for External Evaluation and then for Due Diligence. Failure to achieve a minimum of 65% pass or failure to reach the subsection thresholds during the External Evaluation will fail the project application. For a project to be successful it must pass from all three steps.

External Evaluators will be evaluating applications on the following criteria:

### 12.1 Excellence (40% Threshold: 25%)

- Is the technology proposed at an appropriate level of development (TRL 5/6 initially, aiming for TRL 7/8)? Is the proposed approach (e.g., demonstration, testing, prototyping, scale-up studies) credible for bridging the gap between the current TRL and the targeted TRL?
- Does the innovation have a breakthrough character and a high degree of novelty compared to existing solutions? Is the state of the art well-defined and does the project aim to surpass it?



- Does the concept include the necessary technical developments and achievements to bring it to the market (e.g. systems, optimisations, KPIs to be met, etc.)?
- Have previous achievements and milestones related to the prototype (from a commercial perspective) been highlighted? Is the route to commercialisation (licensing, sale of IPR, sale of product, etc.) clear, well-defined, and complementary with the technology and applicant?
- Do the project's objectives fall within the SMART specialisation areas, and do they contribute to maximizing national, economic, social, and environmental goals? Is the timing right for this innovation in terms of market, users, societal or scientific/technological trends and developments?

### 12.2 Impact (30% Threshold: 20%)

- Will the innovation, if successfully commercialised, achieve positive societal, economic, environmental, or climate impacts? Are these impacts clearly described and quantified?
- Does the business concept highlight competitors, competitive advantage, and market relevance? Is the innovation better than competitors' solutions and does it offer sufficient added value to trigger customer demand?
- Has adequate market research been carried out? Does the technology have the potential to permeate, create, or disrupt markets nationally or internationally? Does the innovation aim to develop new markets or transform existing ones?
- Is there a clear allocation of resources for engaging major stakeholders? Does the proposal outline marketing strategies and identify potential consumers clearly?
- Has IPR protection been adequately considered? Does the IPR feature in any market considerations and has an exploitation plan been provided?
- Is there a targeted dissemination and outreach campaign to approach possible stakeholders, customers, policymakers, or major industrial players? Have the dissemination and outreach measures been clearly described to ensure access to the full range of potential users?

### 12.3 Implementation (30% Threshold: 20%)

- Has a robust feedback loop between product development and stakeholder consultation been established?
- Is the strategy for TRL advancement justified and ambitious? Are the planned activities (e.g., improvements, verification & validation, certification) dedicated to making the product more marketable?
- Does the budget reflect the intended activities and have all required resources been accounted for in the proposal?
- Does the team have the capability and motivation to implement the innovation proposal and bring it to market? Is there a plan to acquire any missing critical competencies, including adequate representation of women and men?
- Are there clear risk and mitigation strategies?
- Is the capacity (managerial, technical, commercial) of the applicant/s sufficient? Is there complementarity among participants within the consortium, if relevant? If the applicant is a sole participant, are they able to carry out the project fully?

Kindly note that, for proposals including a partner applying under the GBER state aid route, an extra evaluation step will be undertaken to assess the research type of each activity and determine the aid intensity after selection by the expert evaluators. Undertakings are also subject to a due diligence evaluation.

#### Quality Proposal Acknowledgment:

Should a proposal score more than 80 marks, yet not be granted funding due to funds being consumed by higher ranked proposals, the proposal will receive a "Quality Proposal Acknowledgment" (QPA). Using the QPA, Xjenza Malta will seek further funding on behalf of the applicant. Please note that there is no guarantee that these funds will be secured in favour of the proposal. The applicant will be notified following the evaluation and ranking of all proposals if they receive a QPA.

Xjenza Malta will have 3 months from the notification date to seek the funding requested and respond to the applicant. Should a project be granted further funding through this mechanism, the awarded process (further evaluations, agreement, etc.) continues as regular. Should the 3-month window elapse, the project will not be

successful and will not be granted any funding. Should multiple proposals be provided with a QPA and insufficient funds are provided to grant all QPA projects, Xjenza Malta will respect the ranking devised through the evaluation process and award the next best ranked projects. Should a project receive funding but is rejected by the applicant for any reason, then the QPA mechanism no longer applies.

Other considerations:

In the event that two or more projects obtain the same mark following evaluation, then Xjenza Malta shall give priority to that project which provides the best consideration to:

- ✓ the implementation of gender equality in the research project
- ✓ other sources of co-financing

## 13 Post Selection Process

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### 13.1 The Grant Agreement

Following the successful evaluation of the application, the beneficiaries and any consortium members will be invited to sign a Grant Agreement establishing the terms and conditions governing the financing of the project. The beneficiaries will be expected to execute the project in line with the original proposal. The project application including but not limited to milestones, compliance and reporting obligations, and the IP agreement shall constitute an integral part of the Grant Agreement.

Hard copies of the Grant Agreement must be signed by all members within two (2) weeks from the date of receipt. Where a legal representative is not available a proxy should sign. Failure to comply with the stipulated timeframe may result in a withdrawal of the offer for funding.

Together with the signed copies of the Grant Agreement, the Principal Investigator must provide an abstract of the project. This may be used, in-part or in-whole, by Xjenza Malta to publicise or externalise the award of funds. No proprietary intellectual property should be included in this draft.

## 13.2 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.

Between the Agreement Date and the Start Date, the Consortium should ensure that all activities required for a smooth project start are completed. These may include but not limited to:

- ✓ obtaining quotations for procurement purposes
- ✓ issuing a human resource calls
- ✓ opening a bank account for the depositing of the first tranche

To be eligible for funding, all expenses must be incurred between the Start Date and the End Date of the Project. This includes and is not limited to any publication costs.

## 14 Double Funding

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Funding under this Programme 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 Programme. Provided that, in the case where the application covers work that is part of a larger project, the Partner 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, project partners are automatically accepting and authorising Xjenza Malta 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 Unit Director prior to the signing of the Grant Agreement.

## 15 Funding, Management and Progress Monitoring

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### 15.1 Allocation and Disbursement of Funding

For the purposes of funding and reporting, a project submission shall be considered to be a single stage period of 24 months.

The funding will be allocated as below:

- At the beginning of the project, Xjenza Malta will provide the 50% pre-financing to the lead beneficiary and 30% mid-way through the project (after approval of the Interim Technical and Financial Reports by Xjenza Malta). This will include both direct and indirect eligible costs.
- A retention consisting of 20% of the project grant shall be withheld by Xjenza Malta and only released upon successful completion of the project. This is deducted from the funds allocated for the last stage and from the preceding stage, if necessary.

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 Principal Investigator will be required to submit a Technical Stage Report at the end of the project and, within two months, an audited financial Report. The latter should contain details of actual expenditure disbursed for the project. Financial details must be broken down for each Project Partner.

Underspends are retrieved by Xjenza Malta following the financial audited report. Typically, these are reduced from the retention amount though Xjenza Malta reserves the right to request the return of funding that goes unspent.

## 15.2 Final Financial Audit

Following the termination of the project or expiry of the Grant Agreement, the Lead Partner will be required to submit a Final Technical Project Report together with an Audited Final Financial Report including the audit checklist for the whole project, thus covering the work and expenditure undertaken by all the Partners. The Final Financial Report needs to be audited by certified auditors appointed by each of the partners where each auditor is responsible for the financial audit of the relevant partner and approved by Xjenza Malta once submitted. The audit should determine the total eligible costs and compare these to funds forwarded to the Partners. Xjenza Malta reserves the right to appoint an auditor to audit the Project Financial Audit as submitted by the Partners. Following finalisation of the financial audit, the technical audit may be performed based on the templates provided by Xjenza Malta. The audit should be conducted in line with an audit checklist which will be included in the Grant Agreement.

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

### 15.3 The Technical and Financial Reports

The Technical and Financial Reports should include:

- ✓ An account of project activity and achievements for each Partner compared with the originally submitted application.
- ✓ An account of actual expenditure for each Partner compared with the originally submitted budgeted expenditure. All financial reports must be signed by the person responsible for the financial management of the Partner, and assembled as per the instructions in the Grant Agreement;

Technical and financial report templates will be provided with the Grant Agreement which the consortium is requested to follow.

Over and above the audit responsibilities of the lead partner, Xjenza Malta may conduct a detailed audit consisting of a financial and a technical part, following the completion of the project. The 3-part audit will consist of the following:

#### The financial audit

- Accounts
- Physical Inventory
- Time-sheets and payslips
- Receipts for all equipment and consumables
- Bank statements for the R&I Project Account

#### The Project Management Audit

- Schedule management
- Change management
- Deliverables

- Achievements compared with Key Performance Indicators

#### Technical Audit

- Brief summary of the project including scientific hypothesis investigated
- Interpretation of Research Results
- Project's impact, including Prototypes and IP/patent check

Xjenza Malta reserves the right to request additional project-related information and conduct intermediate audits at any time.

In the event that a project is found to be in breach of the Grant Agreement or to materially depart from the submitted application, Xjenza Malta reserves the right to discontinue the award and the Partners may be required to refund the Grant in part or in full. In any such event, Xjenza Malta may also exclude an applicant from participating in future calls of the Programme.

#### 15.4 Accountability

Each Partner should keep a separate bank account or records, clearly distinguishable from its other accounting records. All relevant expenses must be recorded.

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

#### 15.5 Dissemination and Externalization

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

'Project <Project Name> financed by Xjenza Malta, through the FUSION: R&I Go To Market Programme'.

This acknowledgement will need to be included on any dissemination material submitted to Xjenza Malta to be considered as fulfilling the obligations of the grant agreement. Dissemination related deliverables which do not have this acknowledgement will not be accepted.

In the case where printed material is published without a mention of the FUSION R&I Technology Programme and Xjenza Malta, the Consortium shall be obliged to publish a correction at its own expense in the subsequent issue of the publication. This is also applicable for published material produced by persons who are not members of the consortium. In the case where such publicity does not mention the FUSION R&I Programme and Xjenza Malta, associated costs will be considered ineligible.

The Agency reserves the right to request that the beneficiary participates in any Research Conferences or Events to disseminate the project results and the experience in obtaining funding from the Agency.

## 15.6 Transfers of Funds

Applicants should note that:

- Transfers of project funds between line items over the course of the project that are cumulatively less than 20% of the grant value are automatically eligible provided that:
  - The limits mentioned in the Rules of Participation in Section 10 are adhered to;
  - expenses are exclusively used throughout the project lifetime to the sole benefit of the project;
  - requested costs should be eligible as per Rules of Participation.
- Should transfers of project funds between line items be cumulatively greater than 20% of the grant value, these will be considered as significant alterations to the proposal, and will not be eligible.

Kindly note that with respect to transfer of project funds, these should be reflected in the project progress meetings and in the Project Audited Financial Report.

Kindly note that the structure of the line items will be as follows:

The structure of the line items will be as follows:

- Transfers between budget categories will always contribute to the 20% limit.
- Each manager will be considered as its own line item (transfers between managers will therefore contribute to the 20% limit)
- Research personnel will be considered collectively a single line item (transfers between research personnel will therefore not contribute to the 20% limit)



- Equipment having a value of less than €5,000 will be considered a single line item (transfers between equipment having a value less than €5,000, will therefore not contribute to the 20% limit). Equipment having a value of over €5,000 will be considered as its own line item (transfers between equipment over €5,000, will therefore contribute to the 20% limit).
- Subcontracted activities of having a value of less than €5,000 will be considered jointly as a single line item (transfers between subcontracting having a value less than €5,000, will therefore not contribute to the 20% limit). Subcontracting having a value of over €5,000 will be considered their own line item (transfers between subcontracting over €5,000, will therefore contribute to the 20% limit).
- Consumables having a value of less than €5,000 will be considered jointly as a single line item (transfers between consumables under €5,000, will therefore not contribute to the 20% limit). Consumables having a value of over €5,000 will be considered their own line items (transfers between consumables having a value of over €5,000, will therefore contribute to the 20% limit).
- Travel will be considered a single line item (transfers between travel will not contribute to the 20% limit).

*Kindly note that the term 'own line item' refers to a whole budget category whereas 'single line item' refers to one individual line item within a budget category.*

*Where equipment/ subcontracting that was originally budgeted at over €5,000, be reduced to less than €5,000 over the course of the project, this will still continue to be considered as an individual line item. Where an item of equipment/subcontracting was originally budgeted at less than €5,000, be increased to over €5,000 over the course of the project, this cost will be converted to an individual line item.*

For reference purposes, please find attached the above transfers in a tabular format:

Will contribute to the 20% limit	Will not contribute to the 20% limit
Transfers between different budget categories	
Transfers between managers	Transfers between research personnel

Transfers between items of equipment (over €5,000)	Transfers between items of equipment (under €5,000)
Transfers between subcontracted activities (over €5,000)	Transfers between subcontracted activities (under €5,000)
Transfers between consumables (over €5,000)	Transfers between consumables (under €5,000)

## 16 Supervening Circumstances

The Principal Investigator is obliged to immediately advise the Unit Director, 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 preliminary project application and the completion of the project.

Xjenza Malta shall acknowledge receipt within five (5) working days. The reply will either give such directives as it deems necessary for the furtherance on the project or re-assess the project in its entirety accordingly.

Failure on the part of the Principal Investigator to respect this obligation may be deemed by Xjenza Malta to constitute material non-compliance on the part of the Beneficiary and Xjenza Malta may thereafter take such action as is necessary in terms of the Grant Agreement in consequence of such non-compliance.

If during the course of a project a Partner withdraws from the Consortium, the Lead Partner will advise immediately the Unit Director. Xjenza Malta shall then, at its own discretion either gives such directives as it deems necessary for the reallocation of tasks among the remaining Partners or the nomination of a replacement Partner, for the furtherance on the project or re-assess the project in its entirety accordingly.

### 16.1 Default

Where the implementation of a project becomes impossible or implementation is not completed, The Agency shall be entitled to take any action it deems necessary, including, but not limited to, the withdrawal of funding for the project and the collection of refunds of money already paid out. A similar course of action may be followed if a project is in default as a result of not meeting one or more of its obligations in terms of the Grant Agreement.

In the event of default on the part of the Beneficiary the Agency may issue a written notice to the Beneficiary outlining the default, the corrective action to be taken and granting a rectification period of one month. The Agency may also issue a second written notice of default granting a rectification period in respect of the same default

## 17 Interpretation of Rules

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

These current Rules repeal any Rules previously issued and constitute exclusively the entire Rules issued by the Agency.

In the event of a conflict between the Grant Agreement and these National Rules for Participation, the Grant Agreement shall take precedence.

## 18 European Innovation Council (EIC) Accelerator- Plug in Scheme

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*Beneficiaries of the Go-To-Market Accelerator are eligible to access the EIC Accelerator Plug-in Scheme upon project completion (additional information may be found in Annex 2 of these Rules).*

## FUSION ADD ON 1 - The Intellectual Property Check (IPC)

The pertinence of the IP Check add on is two-fold:

Prospective applicants of the Go-To-Market would have an obligation to apply for and complete both stages of the CVP.

All Maltese Private/Public entities who are already beneficiaries of a FUSION programme may tap into the IP Check add-on as a means to verify whether or not, the invention being researched is innovative and original. The IP Check will also ensure that there aren't any prior registrations or pending applications which may be considered as prior art, and which may hinder successful IP right registration.

*\*Beneficiaries receiving funds either under the Research Excellence Programme (REP) and/or the Technology Extension Support Programme (TESP) will not be eligible to apply for the IP Check as an add-on.*

Scope: The IP Check is specifically designed to establish whether the inventor/s can register an intellectual property right in respect of the innovative technology being researched. The IP audit drafted by a Xjenza Malta-approved Service Provider and authorised by the beneficiary of the fund, examines the validity of the technology, and provides recommendations on the possible patentability of the technology. With this meticulously compiled analysis in hand, the researcher will obtain a clear understanding of the type of potential IP assets which could emanate from the proposed innovative.

The IP Check report aims to:

- 1.** Clearly capture the new technology
- 2.** Establish the IP position.

The two basic prerequisites for patentability are that the invention for which patent protection is sought is (1) not known to the public before the filing of the first patent application (novelty) and (2) that having regard to the state of the art, the invention is not obvious to a person skilled in the art (inventive step). During the course of the 4 weeks allocated for the IP check stage, the Service Provider will conduct a thorough investigation to establish similarities and points of convergence between the new proposed technology and any prior art to determine whether the latter could hinder the potential of an IP right registration.

In order to to facilitate the IP Check process and as a preparatory measure to the eventual intellectual property right registration, an Inventor Disclosure Form (*IDF*) must be completed and duly signed by the inventor/s of the proposed innovative technology.

The process Utilising an array of sources, with a scope of identifying potential class / subclasses of the proposed innovation, the Service Provider would perform keyword searches related to the purpose, use and composition of the invention. The U.S. and European Patent Office provide free

online databases. In addition, one can also make use of free online databases such as PubMed including any abstracts available. In this regard one can search using keywords or phrases which describe the invention under consideration by looking for common terms defining the invention, its function/s, effect/s, end-product, structure, and use thereof. Commercial databases could also be used to search existing patents and review their claims, as well as to consult publications, specifications, drawings, and all related references.

The Service provider conducting the IP Check, must assess the ability of protecting the idea by primarily analysing.

- a) Whether any information related to the invention has already been disclosed [Disclosure]
- b) Whether this is a completely new idea [Novelty Factor]
- c) Whether this idea is building on something which has already been developed and/or protected [Prior Art]

At the end of the exercise, the Service Provider will submit a validation and scientific opinion, identifying clearly whether the project proposal should:

- Proceed to the next step of the Voucher Programme including technical recommendations for improvement, if any; or
- Be rejected, including the reasons thereto to be communicated with the applicant.

**Timeframe** The Intellectual Property Check Stage shall take place over the course of 4 weeks which will run from the date of an acceptance meeting moderated by the Xjenza Malta programme administrator, between the beneficiary and the Service Provider

**Allocated Budget:** €4,000

#### Expected Consultants' Criteria

- Relevant qualifications of named consultants and/or associates should include a Bachelor of Sciences Degree in a Stem subject as well as a relevant qualification in Law. To be eligible to apply for this activity, the consultant must be registered as a European Patent Attorney or a National Patent Attorney. IP Lawyers who are not registered as either a Patent Attorney, a Patent Agent, or a Registered Patent Attorney and who are merely affiliated with a qualified Patent Attorney, cannot apply for this activity.
- Where necessary, the team working on the project should include members which have the relevant academic background and experience in the relevant scientific discipline.
- Minimum 3 years' post qualification experience in IP protection, including the preparation and filing of patent applications; prosecution of the applications worldwide and access to a network of patent experts around the world, searches, and registration as well as access to licensing specialists.
- Identification of the Patent Attorney and any associates and/or subcontractors working on the

project and the associated experience and qualifications.

*Service Providers: The service provider will be chosen from a list of pre-approved service providers verified by the Managing Authority.*

## FUSION ADD ON 2 – Commercial Viability Test (CVT)

### Timeframe:

The Commercial Viability Test shall take place over a 12-week period which will run from the date of the acceptance meeting held between the FUSION beneficiary and the Service Provider. In respect of projects with a low TRL i.e., TRL 2-4, the Service Provider is expected to produce a 30-40-page report), whilst for higher TRL projects where the innovation is closer to the market, the report would have to be 40-50 pages long.

### Segment A - Market Analysis

This segment must identify whether there is a market for the technology itself, or in other technologies, products and services which might be derived from it. By means of this analysis, the Service Provider will study the dynamics of the market such as volume and value, assess potential customer segments, competition, buying patterns and geographical location. The research should also assess the ease of access to the potential market, focusing on the intensity of competition, customer readiness, regulatory and tax barriers amongst other factors.

1. The Service Provider must prove a thorough understanding of the product/service/technology being proposed by:
  - Conducting a primary market research to understand what the possible applications of the proposed idea might be and in what type of market it would fit. Through such an analysis it is important to capture the potential impact which the new idea would have on the market, given other new market ideas and existing products / services / technologies already on the market.
  - Undertaking an assessment of the perceived differentiating factors and USPs of the product / service / technology.
  - This would enable the establishment of the potential market/markets for the technology, and for products / services / technologies which can be derived from it, categorised in relevant segments for further analysis.
2. Provide indications of the potential sizes and growth rates of markets and market segments identified in Step (1).
3. Identify a geographical market.
4. Identify the potential for access to the markets and market segments identified, considering regulatory issues, extent of competition and customer readiness.
5. Capture the relevant technology trends to provide details on how different sectors are investing in technological products; Such trends should seek input from:
  - Data from several technology market research reports (depending on the sector) such as Gartner, Forrester, IDC, Hoover's database of businesses, Ovum, Zenith International as well as industry trade associations; Such sources are being provided only as an example one is free

to use other technology market research reports as it deems appropriate.

- Data from online qualified industry surveys, blogs and publications, for sources of news, trends and market information with a declared methodology, such as the US Census Bureau which publishes annual technology surveys; Such sources are being provided only as an example one is free to use other technology market research reports as it deems appropriate.
6. Delineate the potential life cycle of the technology and of derivative technologies/products and services leading to the development of a demand forecast based on sound methodological approaches, including indications of pricing and revenue generation; This should indicate if there is an existing demand or whether it can be created.
  7. Document the competitive landscape to identify and recommend target country markets, thus establishing the geographical market.
  8. Undertake a risk assessment with respect to the market situation, and how this may impinge upon demand, pricing, and revenue.
  9. Review the environmental forces (political, economic, societal, and technological) that could influence the success of the product. Identify and quantify barriers to entry and any relevant legislation or restrictions.
  10. Market Research should consider gender balance in terms of the end-user of the product or service.

### Segment B - Estimation of Costs and revenue generation.

This segment should include the total cost involved to develop the technology into a market-ready product / service/solution. Such costing should also cover any technology transfer to be undertaken by the industry acquiring the technology. The following should be covered through the analysis:

The identification and estimation of the costs involved in the production and supply of the identified product, service, or technology.

1. An assessment of the dependence of such costs on critical factors, such as the use of essential inputs, and transport to different markets, amongst other things. An identification of direct and indirect, fixed, and variable costs.
2. An analysis of the extent to which unit costs depend on scale of production, including an assessment of the technological likelihood that a minimum efficient scale is achieved.
3. Where possible, identify the direct costs, which refer to the direct costs involved in the production of the product / service under consideration. Such costs may include material and process selection as well as labour costs.
4. Where possible, identify the overhead costs, which refer to the indirect costs that are still related to the cost object, but cannot be directly related to the actual production of the



product/service. These may include environmental impact costs and regulatory/certification costs, health and safety costs, water and electricity, general administration costs, quality control, and general maintenance. Overhead costs can be either treated as a lump-sum or else they can be allocated to the products and services.

5. Establish the minimum breakeven level that would need to be achieved to fully absorb the identified fixed costs.

#### Segment C: Financial, economic and welfare assessment:

The aim of this analysis is to examine the potential effect which the proposed technology will have on the local economy. The depth and the nature of the analysis is relative to the TRL of the technology undergoing the study, thus the analysis of an innovative technology /product or service which is TRL 5 or higher (closer to market) would be expected to be more onerous than that conducted in respect of a solution addressing a market need and which has a TRL ranging between 2 and 4. In this regard the financial, economic and welfare analysis should measure the potential effect of the outcome of the technology in terms of changes in economic growth (output or value added) and associated changes in jobs (employment) and income (wages). Technologies which are at TRL 2 or lower are exempt from detailed analyses in this segment, however the Service Provider must still provide a financial, economic and welfare assessment, albeit more diluted than one which a higher TRL technology would merit. Thus, this would enable the assessment of the economic potential of that technology by comparing the level of economic activity occurring at a given time with the presence of the technology, compared to what would be expected if the technology were not developed.

#### Segment D: Risk Profile

In this section, the Service Provider will determine the critical risks associated with the eventual technology development as well as those risks associated with the eventual commercialisation and implementation of the resultant technology/product/service/solution. development of a product/service/solution.

At the end of the 12 weeks allocated for the commercial viability analysis, the Service Provider will submit a comprehensive report to Xjenza Malta which will include all the necessary data and information detailing the incremental effect which the proposed technology/product/service or solution would have on the local economy and risk register (risks are to be ranked high, medium, low impact and/or probability). The ensuing results should enable a technology development lead to evaluate and mitigate the risks identified and take decisions based on such risks. Upon submission of the Commercial Viability test report by the Service Provider to Xjenza Malta the report will be forwarded to an independent evaluator who will revert with an expert opinion on whether the technology proposed has successfully completed the CVP, and whether it should be considered for further funding.

Allocated Budget: €10,000

### Expected Consultants' Criteria

Relevant qualifications of named consultants and associates should include a multi- disciplinary team comprising of a Bachelor of Commerce ACCA/ Bachelor of Commerce (Accountancy Major), a degree in Marketing or Bachelor of Commerce in Accountancy and Marketing or Bachelor of Commerce in Banking, Finance and Marketing or Bachelor of Commerce in Economics and Management or equivalent, business administration or similar; preferably coupled with industry knowledge and commercialisation experience.

- The lead consultant should hold substantive local and overseas markets and putting together reports as detailed above.
- Full time consultant outfits are preferred to ensure the necessary availability to collaborate with the technologists and timeliness of report delivery.

*Service Providers: The service provider will be chosen from a list of pre-approved service providers verified by the Managing Authority.*

## 20 Annex 2: EIC Accelerator- Plug In

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The EIC Accelerator provides a blend of grant and investment funding for innovative SMEs and startups aiming to scale high-impact technologies, products, or services. Targeting "deep tech" solutions that create new markets or disrupt existing ones, it offers significant funding when it is needed over a long timeframe before returns can be generated ('patient capital').

Who Can Apply: Eligible applicants include SMEs and small mid-caps based in EU Member States or Associated Countries, along with entrepreneurs planning to establish or invest in such entities. Applications are open to companies with Technology Readiness Level (TRL) of at least 5 and are evaluated through:

1. *EIC Accelerator Open* (open to any tech field),
2. *EIC Accelerator Challenges* (specific emerging tech areas).

Funding Options:

1. **Grant Only:** Up to €2.5 million for single projects, with eligibility criteria for scalability and business growth potential.
2. **Blended Finance:** A combination of grant and equity (or convertible loan) support.
3. **Equity Only:** For large-scale deployment, with investments from €0.5 million up to €10 million, potentially higher for high-impact scale-up projects.

Selected applicants receive additional Business Acceleration Services. The funding covers eligible innovation costs, including technology demonstrations, R&D, prototyping, and regulatory compliance activities, over a typical 24-month project timeline (or longer if justified).

### Application:

Under the Plug-in scheme, applicants do not apply directly to the EIC Accelerator call. Instead, a project review is carried out by the Xjenza Malta to assess the innovation or market deployment potential of an existing project supported by the programme, and to decide whether the project is suitable for support under the EIC Accelerator. There are three stages and the applicant under this route is eligible to skip the first stage of evaluation of the EIC Accelerator.

### Eligibility

Interested applicants have to complete the Go To Market Accelerator project to be eligible for the EIC Accelerator Plug In.

For more information about the EIC Accelerator, please contact Jean Pace at [jean.pace@gov.mt](mailto:jean.pace@gov.mt).