Declarations for Augmented Aid Intensity (GBER)

In addition to any possible increases to the basic aid intensity for small enterprises and for medium-sized enterprises, the following top-ups may apply:

The [Entity Name] shall tick as applicable:

[ ]  **Option 1**, *applicable for programmes such as FUSION and Bilateral Programmes [ex. SINO-Malta, etc…]* **by 15 percentage points if one of the following conditions is fulfilled:**

|  |
| --- |
| 1. The project involves effective collaboration[[1]](#footnote-1) *[Choose one as applicable]*:
 |
| a) Between undertakings among which at least one is an SME, or is carried out in at least two Member States, or in a Member State and in a Contracting Party of the EEA Agreement, and no single undertaking bears more than 70 % of the eligible costs; or  | **CHOOSE**[ ]  |
| 1. b) Between an undertaking and one or more research and knowledge dissemination organisations, where the latter bear at least 10 % of the eligible costs and have the right to publish their own research results.
 | **CHOOSE**[ ]  |

1. The results of the project are widely disseminated through conferences, publications, open-access repositories, or free or open-source software.
2. On a timely basis, the beneficiary commits to make available licences for research results of aided R&D projects, which are protected by intellectual property rights, at a market price and on a non-exclusive and non-discriminatory basis for use by interested parties in the EEA.

[ ] **Option 2**, applicable for programmes such as Horizon Europe Partnerships, PRIMA, etc… *[not applicable for FUSION and Bilateral Programmes]* **by 25 percentage points if the R&D project:**

1. Has been selected by a Member State following an open call to form part of a project jointly designed by at least three Member States or contracting parties to the EEA Agreement; and
2. Involves effective collaboration[[2]](#footnote-2) between undertakings in at least two Member States or contracting parties to the EEA Agreement when the beneficiary is a SME, or in at least three Member States or contracting parties to the EEA Agreement when the beneficiary is a large enterprise; and
3. If at least one of the two following conditions is fulfilled *[Choose one as applicable]*:

|  |  |
| --- | --- |
| 1. a) The results of the R&D project are widely disseminated in at least three Member States or contracting parties to the EEA Agreement through conferences, publications, open-access repositories, or free or open-source software.
 | **CHOOSE**[ ]  |
| 1. b) On a timely basis, the beneficiary commits to make available licences for research results of aided R&D projects, which are protected by intellectual property rights, at a market price and on a non-exclusive and non-discriminatory basis for use by interested parties in the EEA.
 | **CHOOSE**[ ]  |

The terms and conditions of the project, contribution to its costs, the sharing of risks and results, the dissemination of results, access to and rules for allocation of IPR, must be concluded prior to the start of the project.

**Provide an explanation of how the selected criteria outlined above are met:**

Click or tap here to enter text.

**Provide any evidence to substantiate these claims e.g., signed a collaboration agreement.**

Click or tap here to enter text.

The Applicant understands that, should it be found to be in breach of any of the conditions specified above, the Agency will enforce the retrieval of 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 Agreement.

|  |  |
| --- | --- |
| Name and Surname  | Click or tap here to enter text. |
| Name Signature of Legal Representative: |  |
| Date:  | Click or tap here to enter text. |

1. As per Article 2(90) of the GBER is *‘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 project’s full costs and thus relieve other parties of its financial risks. Contract research and the provision of research services are not considered forms of collaboration. [↑](#footnote-ref-1)
2. As per Article 2(90) of the GBER is *‘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 project’s full costs and thus relieve other parties of its financial risks. Contract research and the provision of research services are not considered forms of collaboration. [↑](#footnote-ref-2)