



SPIRE: Seed Grants for International Research Programme 2025

Rules for Participation

These Rules for Participation are applicable to undertakings that carry out an economic activity within the meaning of [Article 107 TFEU](#).

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Guide to this document

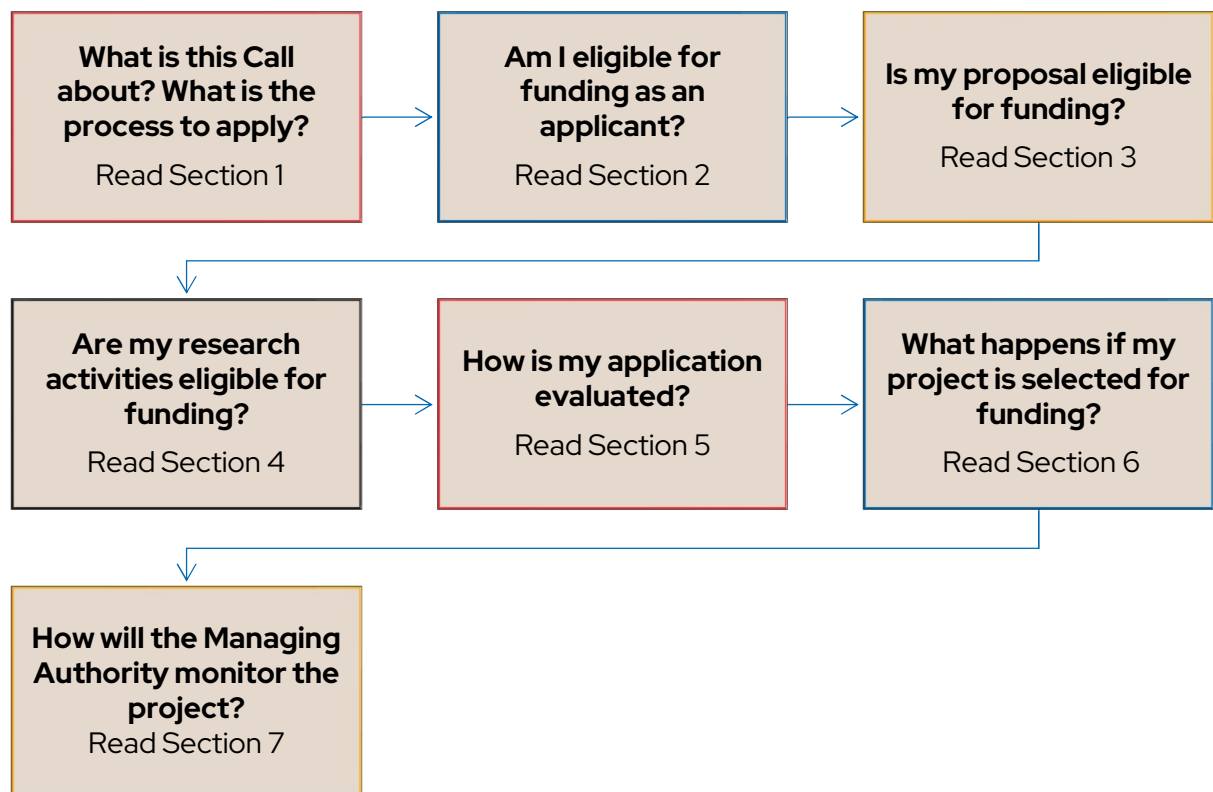


Figure 1: Guide to the document flow chart

1. Introduction

Xjenza Malta (referred to as the 'Managing Authority' hereafter) is administering the **SPIRE: Seed Grants for International Research Programme**, and is located at Villa Bighi, Kalkara, KKR 1320, Malta.

SPIRE aims to enhance Malta's international research collaboration efforts and provide a framework to facilitate Joint Calls for proposals with international counterparts.

SPIRE addresses key areas to foster research collaboration, exchange of expertise, and access to advanced research infrastructure. Through multi-annual Calls, SPIRE encourages small-scale projects that lay the foundation for impactful, future-oriented research, focusing on thematic areas tailored to each Call. With each SPIRE Call, Maltese researchers are presented with opportunities to deepen research partnerships, validate pioneering ideas, and leverage resources to create cross-border collaborations.

Key Objectives of SPIRE:

- 1. Foster Research Partnerships:** SPIRE is committed to fostering new and existing research partnerships between Maltese researchers and international experts, expanding Malta's research capacity.
- 2. Enable Innovative Research Development:** Provide the necessary support for initial research activities, such as collecting preliminary data, formulating research questions and testing early-stage hypotheses, further developing established idea, to strengthen the foundation for future large-scale research.
- 3. Facilitate Exchange of Expertise:** Support the mobility of research personnel from Malta-based entities and foreign entities, fostering the transfer of specialised knowledge, advanced methodologies, and innovative techniques to enhance collaborative research outcomes.
- 4. Support Multiple Calls for Funding:** SPIRE operates through multiple calls for funding, fostering a wide spectrum of collaborative projects.

Each Call under SPIRE has specific objectives and requirements. Researchers are advised to review the relevant Call Text eligibility criteria alongside the overarching SPIRE national rules. The Call Text is considered part of the rules of participation and must be respected accordingly.

For further details on the Calls, please visit the relevant Call Page/s.

1.1 Definitions

Agreement Date	The term refers to the date on which the Grant Agreement is signed by the legal representative of Xjenza Malta.
Applicant	The term refers to any representative of a local entity that is eligible for participation in a project in terms of these Rules for Participation, and relevant Call Text, and who applies for funding under this Programme.
Arm's length	The term means that the conditions of the transaction between the contracting parties do not differ from those which would be stipulated between independent undertakings 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	The term Beneficiary refers to the entity that having submitted an application form for funding under this Programme in accordance with these Rules for Participation, and relevant Call Text, is selected for funding.
Eligible Direct Costs	The term refers to those costs incurred directly by the national beneficiary/ies 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 capped at the approved requested funding value.
Eligible Undertakings	<p>The term refers to undertakings planning to carry out Fundamental Research, Industrial Research and/or Experimental Development projects and must either be:</p> <ul style="list-style-type: none"> i. A partnership constituted under the Companies Act, being a partnership <i>en nom collectif</i>, <i>en commandite</i> or a limited liability company; or ii. Duly registered as a co-operative society under the Co-Operative Societies Act, or iii. Professional body; or iv. NGOs; or v. Non-profit making entities (including Foundations). <p>'Professional Body' may be an organisation, an association, a chamber, society, institute, or a group of professional persons not being enrolled or registered in terms of The Voluntary Organisations Act (Cap. 492 of the Laws of Malta) or not being otherwise recognised in terms of Law, and which is generally recognised and acknowledged by the professional persons it seeks to represent as their representative body. For the purposes of this Definition, a professional person is one who has undergone a period of study at a university or a recognised institution of</p>

	<p>higher learning and has obtained the formal qualification entitling the person to practise the respective profession; and who provides a specialised service to the public, based primarily on a fiduciary relationship between herself/himself and the party to whom s/he provides such service on his own personal credibility and responsibility.</p> <p>'NGO' means any Voluntary or Non-Governmental Organisation set up in accordance with The Voluntary Organisations Act (Cap. 492 of the Laws of Malta). Provided that a duly registered NGO, or a duly registered Professional Body shall also be considered to be NGOs for the purposes of these Rules of Participation.</p> <p>'Non-profit making' is an entity where:</p> <ul style="list-style-type: none"> i. The statute of which includes an express exclusion making profits as a purpose; and ii. An entity the statute of which expressly excludes in its purposes the promotion of private interests, other than a private interest which has a social purpose; and iii. An entity that makes no part of its income, capital or property available directly or indirectly to any promoter, founder, member, administrator, donor or any other private interest. <p>Provided that if a promoter, founder, member, administrator or donor is another enrolled non-profit making organisation, the limitation in this paragraph (iii) shall not apply where the availability of such income, capital or property is subject to conditions which are consistent with the general purposes of the grantor entity:</p> <p>Provided further that an organisation shall continue to be deemed as non-profit making notwithstanding that:</p> <ul style="list-style-type: none"> i. It obtains a pecuniary gain from its activities when such gain is not received or credited to its members but is exclusively utilised for its established purposes; ii. It buys or sells or otherwise deals in goods or services where such activities are exclusively related to its principal purposes; iii. It is established for the general entertainment, pastime, education or other similar benefit only of its members; or
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	iv. It is established for the promotion of the social role, ethics, education and values of a trade or profession provided it does not promote the private interests of its members.
End Date	This term refers to the date when the Project Period, having commenced on the Start Date, expires.
Grant Agreement	This term refers to the funding agreement concluded between the Managing Authority and the Beneficiary/ies and specifies the rights and obligations of the contracting parties.
In-kind	The term refers to any non-monetary contribution, such as a service or a good.
Innovation	The term is defined as the internationally novel scientific/technological development of a technological process, product, or service. Also, the definition of Innovation within the same context can also be applied to developments which though not novel represent a step-changing or 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)	IP means statutory and other proprietary rights and includes patents, trademarks, designs, and confidential information/trade secrets, copyright.
Legal Entity	The term refers to 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	The term refers to Xjenza Malta, a Managing Authority established as per Subsidiary Legislation 595.49.
Operating base in Malta	Having an Operating base in Malta refers to a Legal Entity that: <ul style="list-style-type: none"> i. Owns, leases, or has been given the right of use by a third party, an adequate premise from where to conduct an eligible economic activity in the region of Malta; and ii. Employs at least one person that is based in Malta and is liable to pay income tax in Malta.
Partner	The term is defined as an entity within a consortium of a funded transnational project.
Person months / Person hours	The term refers to a calculation of 'human effort' to evaluate the relationship between the estimated work to be performed and the activities and deliverables to be achieved during the implementation period in months or hours. This is calculated as follows: if 1720 hours are worked in 1 year, equivalent to 215 days of 8 hours each, then 1 person month is equivalent to 143.3... person hours, and to circa 17.91 days.

Personnel costs	The term 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	<p>The term refers to the individual, appointed to act on behalf of the Beneficiary and who is responsible for communicating with the Managing Authority about the Project.</p> <p>The Project Contact Point(s) shall have the following responsibilities:</p> <ol style="list-style-type: none"> To ensure compliance with the obligations in terms of the Grant Agreement. To compile Periodic Reports and Final Reports including their timely submissions and effective execution of the project. To ensure the submission of all required financial reporting as per the contractual obligations for the partner. To execute the project activities according to set timeframes and deliverables.
Project Grant	The term is defined as the funding provided to the Beneficiary under the Programme.
Project Period	The term refers to the time required to execute the Project as indicated in the Grant Agreement and runs from the Start Date to the End Date.
Project Value	The term refers to the project budget needed by the Applicant to carry out the project
Research and Development	<p>This term is defined as the systematic investigation, work or research carried out in any field of science or technology through experiment, theoretical work or analysis undertaken to acquire new knowledge, primarily directed towards a specific practical aim or objective, and includes:</p> <ol style="list-style-type: none"> Fundamental Research means experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, without any direct commercial application or use in view. 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 aimed at 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-

	<p>computing, quantum technologies, block chain technologies, artificial intelligence, cyber security, big data and cloud technologies). It comprises the creation of components parts of complex systems and may include the construction of prototypes in a laboratory environment or in an environment with simulated interfaces to existing systems as well as of pilot lines, when necessary for the industrial research and notably for generic technology validation.</p> <p>iii. Experimental Development means acquiring, combining, shaping and using existing scientific, technological, business and other relevant knowledge and skills with the aim of developing new or improved products, processes or services in any area, technology, industry or sector (including, but not limited to, digital industries and technologies, such as for example super-computing, quantum technologies, block chain technologies, artificial intelligence, cyber security, big data and cloud or edge technologies). This may also include, for example, activities aiming at the conceptual definition, planning and documentation of new products, processes or services.</p> <p>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.</p> <p>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.</p>
<p>Research and Knowledge-Dissemination Organisation (RKDO)</p>	<p>The term refers to 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</p>

	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.
Small and Medium-sized Enterprises (SME)	The term refers to an undertaking which fulfils the criteria laid down in Annex I of Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, as amended.
Single Undertaking	<p>The term means all enterprises having at least one of the following relationships with each other:</p> <ul style="list-style-type: none"> i. One enterprise has a majority of the shareholders' or members' voting rights in another enterprise; ii. One enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise; iii. One enterprise has the right to exercise a dominant influence on another enterprise pursuant to a contract entered into with that enterprise or pursuant to a provision in its Memorandum and Articles of association; iv. One enterprise, which is a shareholder in or member of another enterprise, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders' or members' voting rights in that enterprise. <p>Enterprises having any of the relationships referred to in points (i) to (iv) above through one or more other enterprises shall be considered to be a Single Undertaking.</p>
Start Date	The term refers to date established for the official start of the project in the Grant Agreement.
Start of Works	This term refers to the earlier of either the Start of Works relating to the investment, or the first legally binding 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.

1.2 Call Process and Snapshot

Timeline

The Call process is outlined in the flow chart below:

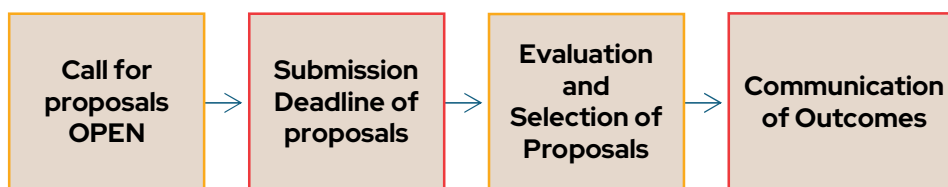


Figure 2: step-by-step process

Malta-based applicants are required to follow the latest version of the Rules for Participation and check their eligibility as applicants (Section 2), check the eligibility of their project proposal (Section 3) and costings of the project (Section 4) and to submit an Application Form accompanied by the relevant documentation (Section 1.3). Applicants should also refer to the relevant Call Text.

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

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

1.3 Application Submission Details

The applicant should ensure **complete** compliance to these Rules for Participation prior to applying to any Call under SPIRE. No additions, amendments or negotiations are allowed after submission, unless requested by the Managing Authority. Any unapproved deviations from these Rules for Participation will result in the application being declared inadmissible during the administrative check.

Refer to the relevant Call Text for the application submission deadline.

General Rules for Submission

- i. Only **complete** Application Forms submitted by the deadline stated in the Call Text shall be considered.
- ii. All documentation submitted must be in English, unless specified otherwise in the Call Text.
- iii. Each proposal will be checked for administrative eligibility before it is considered for scientific evaluation. This means that failure of one of the consortium Partners to meet the eligibility criteria may cause the entire project to be rejected.
- iv. In case of multiple submissions of the same application in the same selection round the last version submitted before the deadline will be considered for evaluation.
- v. It should be noted that emails larger than 20MB will be automatically rejected by the system. The applicant may make use of cloud storage. **It is the responsibility of the**

applicant to ensure that application documents are sent out successfully and properly received by Xjenza Malta.

Required Documentation

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

- i. Application Form in MS Word (.docx) and a signed scanned copy in PDF format.
- ii. Declarations applicable to Indirect State Aid, when an eligible undertaking is a partner in the same project consortium as a public entity and/or public research and knowledge-dissemination organisation that does not carry out an economic activity within the meaning of Article 107 TFEU.
- iii. *De minimis* Declaration form
- iv. *Curricula Vitae* of the Principal Investigator and other key researchers highlighting R&I related experience. These should clearly establish that the Consortium has the potential to carry out the assigned project tasks/activities.
- v. Any other documentation specified in the relevant Call Text.
- vi. Other forms of documentation can be requested during the Call Process or during the Grant Agreement Preparation phase.

This list provides the **baseline documentation requirements for all Calls under SPIRE**. However, each individual Call launched under SPIRE may specify additional or modified requirements depending on the scope and objectives of the specific funding opportunity. Applicants must refer to the **relevant Call Text** to ensure they meet all necessary conditions.

Eligible Undertakings are required to provide the **Memorandum & Articles of Association [or other constitutive document/s]** in addition to the Application Form.

Other forms of documentation can be requested depending on the nature of the Eligible Undertaking.

Eligible Undertakings that are Professional Bodies or NGOs are still required to provide constitutive documents, and may be requested to provide other documents, including but not limited to, a Statute/Deed (Authenticated) and Voluntary Organisation (VO) certificates.

Changes to the submitted proposal are not allowed, unless requested and/or approved by the Managing Authority.

National Contact Points

<p>Francesca Grillo Programme Manager</p> <p>Email: francesca.grillo@gov.mt, copying in international.xjenzamalta@gov.mt</p> <p>Tel: +356 23602232</p>
<p>Correspondence should be directed to:</p> <p>Xjenza Malta, Villa Bighi, Kalkara, KKR 1320, Malta</p>

For escalated matters kindly contact Dr. Maria Azzopardi, Internationalisation Unit Director, on maria.azzopardi.2@gov.mt.

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 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 apply.

Assistance with Applications

Prospective applicants are encouraged to seek the guidance of the Managing Authority 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 of these Rules for Participation and no guidance will be provided on the technical aspects of the application. Applicants are particularly encouraged to seek the Xjenza Malta's guidance through proposal-specific one-to-one sessions to ensure that the application documentation is complete and effective, as once submitted, it cannot be edited.

2. Applicant Eligibility

2.1 Eligibility of Entity

These Rules for Participation are applicable to undertakings that carry out an economic activity within the meaning of [Article 107 TFEU](#).

This section lists the criteria which must be satisfied to establish the Applicant's eligibility and the suitability of the application.

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 Managing Authority and circumstances where the Applicant is in recognised default of Grant Agreement obligations on any other active project funded by the Managing Authority. Similarly, should applicants become non-compliant during the call process, they will not be awarded funding under this Programme.

Any Application may be deemed as ineligible in terms of these Rules for Participation, if it is submitted by or includes the participation of any person or entity having, in totality or in majority ownership, the same shareholders, Partners or persons holding and/ or exercising a controlling power in any other Legal Entity which was at any time declared as non-compliant or defaulting on any other contract or agreement entered into with the Managing Authority.

Applicant/s and/or Beneficiary/ies shall take all measures to prevent any situation where the impartial and objective processing of their Application for funding, the awarding of the Grant or the supervision or the implementation of the Grant agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect or perceived interest (conflict of interests).

Applicant/s and/or Beneficiary/ies shall formally notify the Managing Authority without delay of any situation constituting or likely to lead to an actual or perceived conflict of interests and immediately take all of the necessary steps to rectify this situation.

The Managing Authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

Where a beneficiary wilfully breaches any of its obligations under this Rule this shall be deemed to constitute an Event of Default, and the Application may be deemed ineligible or the Grant awarded may be reduced and/or terminated.

2.2 Funding Consideration

The financial contribution to a Partner where State Aid is applicable shall be a maximum of 100% of the eligible costs incurred by that Partner.

Applicants may only be funded under the *de minimis* Regulation. Malta-based applicants must ensure that they are eligible to be funded under this Regulation before applying. Applicants should read through and understand the *de minimis* Regulation before applying (Refer to Annex).

All applications must be accompanied by the relevant *de minimis* State Aid declaration form. Applicants should quantify **any possible indirect State aid** that may result from collaboration with Partners applying under the non-state aid route, i.e., Public Entities and Public Research and Knowledge-Dissemination Organisations that do not carry out an economic activity within the meaning of Article 107 TFEU, in the relevant Annex.

Successful applicants will be requested to update their declaration forms at the time of the signing of the Grant Agreement, to ensure that the Applicant remains eligible for funding under the State Aid regimes.

3. Proposal Eligibility

The following criteria are mandatory and must be fulfilled when applying for any Call under the SPIRE Programme, in addition to eligibility conditions described in the relevant Call Text.

3.1 Types of Projects

The research type(s) of projects eligible within this Programme encompass Fundamental Research, Industrial Research and Experimental Development, as defined in Section 1.1. Malta-based applicants can propose projects of [Technology Readiness Levels \(TRLs\)](#) between TRL 1 and 7. Nevertheless, applicants should ensure that they are addressing any specific TRL levels as outlined in the Call Text.

3.2 Alignment to Scope

The proposal should be consistent with the scope and objectives of this Programme and relevant Call Text. Refer to Section 1.

3.3 Eligibility of Consortium Composition

The eligibility requirements for project consortia will be defined in the relevant Call Text. Generally, consortia must include at least one Malta-based legal entity and one or more foreign-based legal entities, but specific requirements may vary depending on the nature of the Call and the participating funding agencies.

Applicants must refer to the respective Call Text for details on consortium composition and partner eligibility. Malta-based applicants should review their national application submission requirements in Section 1.3 and their eligibility criteria in Section 2.

3.4 Budget and Grant Value

The maximum amount that Malta-based eligible Partner/s can jointly request depends on the specific Call. Since the nature and objectives of each Call may differ, the required budgets can also vary. Applicants must refer to the respective Call Text for detailed information.

Successful project submissions will receive periodic financing that will be regulated through a Grant Agreement establishing the terms and conditions governing the financing of the project. Refer to Section 6.

3.5 Project Duration

The maximum project duration varies by Call, as different objectives may require different timeframes. Applicants must refer to the respective Call Text for details.

3.6 Project Contact Point(s)

Each applicant shall appoint at least one Project Contact Point. The Project Contact Point(s)'s responsibilities are as defined in Section 1.1.

3.7 Deliverables

Deliverables are tangible outcomes of the project and must be submissible. They must be proposed between the Start and End Date of the project. Deliverables not submitted within the stipulated deadlines will not be considered. If the project is awarded, evidence should be submitted for each deliverable mentioned in the application form to ensure that it has been attained successfully. A milestone refers to a key deliverable or achievement within the project. It is recommended that file storing and synchronization service e.g., Google Drive or Dropbox, is set up and shared with the Managing Authority to support the project monitoring process. The shared folder should reflect the structure of deliverables provided in the proposal i.e., every deliverable should have its own sub-folder with evidence saved within.

The project's tasks for the Malta-based Partner/s must include the mandatory deliverables listed below. The sub-sections below list the Mandatory deliverables that are required by the Managing Authority and a non-exhaustive list of Recommended deliverables that may be considered. The project work plan should provide sufficient details of planned activities and incorporate these deliverables into the project proposal.

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

Mandatory Deliverables

- i. Publish **at least one (1) article throughout the project** in local newspapers, online platforms, or magazines including an acknowledgement to the Managing Authority and

any other acknowledgements as stipulated in Section 7.1. These should not contain Intellectual Property but should raise awareness about the project and its benefits. A copy of this/these should be presented to the Managing Authority within two weeks of publication. Other forms of publications may be considered.

- ii. A tangible outcome or follow-up initiative that builds on the achievements of the current project. This could include further research and identified avenues for funding, collaboration, commercialisation, or any other initiative that capitalises on the project's results and opens avenues for future impact or funding.
- iii. Report on project progress through reports and meetings as per Section 7.2 and in line with the templates provided by the Managing Authority.
- iv. Complete a post-project questionnaire aimed at evaluating the broader impacts and outcomes of the research. This questionnaire will assess the project's contributions to knowledge generation, potential for future research, and societal or economic benefits.
- v. Any additional deliverables relevant to the project activities, as specified in the Call Text.

Recommended Deliverables

- i. Additional project dissemination activities.
- ii. During the project's duration, beneficiaries are encouraged to explore the Xjenza Malta Schemes for Open Access Journal Support, specifically designed for Managing Authority beneficiaries. These schemes provide a means to publish open-access research linked to the awarded project under this Programme. Making use of this support allows beneficiaries to maximise the visibility of their research while preserving project resources for core activities. Additionally, Xjenza Malta Schemes for Open Access Journal Support will be subject to the timelines governed by a separate agreement.

Activities related to project set-up, such as personnel recruitment, internal meetings, etc., should not be considered as deliverables. This list of activities and the above recommended deliverables are indicative and not exhaustive. 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.

4. Budgeting and Financing

Each Applicant is to provide a breakdown of the anticipated costs to carry out the proposed activities as part of the application form. The Managing Authority reserves the right to negotiate any amount quoted by the Applicant should this be considered as being over-estimated.

Applicants may request up to a maximum budget defined in the relevant Call Text. Funding for a successful proposed submission will be based on a cash **advance of 70%** and will be regulated through a contractual agreement establishing the terms and conditions governing the financing of the project. The **re-imbursment of the remaining 30%** of the requested amount (i.e., the Retention Money) will take place upon successful completion of the proposed activities, vide Section 3.

Participants will be funded if the amount they request falls within the allowable quota for aid under the *de minimis* regime. Article 3(2) of the *de minimis* Regulation stipulates that a single undertaking cannot receive more than €300,000 in *de minimis* aid over 3 years, including *de minimis* aid from schemes offered by entities other than the Managing Authority. Applicants will be required to submit a signed *de minimis* declaration form indicating any *de minimis* aid received and/or applied for during the applicable three-year period.

No support may be provided to undertakings engaged in activities specifically excluded under the *de minimis* Regulation (vide Section 9).

4.1 Eligible Costs

Personnel Costs and Research Consumables

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

- i. All employees in respect of whom costs are claimed must be registered with the competent local authorities and covered by a valid contract of direct employment in terms of the national legislation on employment.
- ii. The total claimed hours worked by a full-time employee shall not exceed 1720 hours *per annum*. Person hours dedicated to the project can be claimed while respecting this maximum capping. Attention should be paid not to exceed this capping, particularly if researchers work on other funded projects. **Timesheets are to be completed and retained for all personnel, including students, as proof of number of hours spent on the project.**
- iii. Hourly rates (inclusive of National Insurance, Inland Revenue, and other allowances) should not exceed **€57.89/hour**. The personnel hourly rate is calculated using the following formula:

$$\text{€z} = (\text{basic salary} + \text{allowances}) / \text{yearly workable hours of the employee.}$$

Research consumables refer to materials and supplies necessary for conducting the research, such as laboratory reagents, small tools, and other expendable items directly related to the project's activities.

The overall joint value of personnel and consumables cannot exceed 30% of project value. Proposals with personnel and consumables exceeding 30% of the project value need to be discussed at the application stage.

Travel and Subsistence

- i. **Flights for travel related to the project** – The total amount for each flight should be estimated as costing no more than €1,000 for EU countries and €2,000 for non-EU countries and should be an economy class ticket.
- ii. **Travel insurance** – Obligatory with all flights funded under this Programme.
- iii. **Subsistence allowance (inclusive of accommodation)** – When subsistence costs are calculated the local entity's pre-approved subsistence allowances should be used. If this is not available, official [per diem rates](#) established by the Ministry of Finance could be used for guidance.

Overheads and Other Operating Expenses

Overheads (also known as eligible indirect costs) and other operating expenses are eligible costs if they are incurred directly as a result of the project. These will be covered at **20%** of direct eligible costs claimed.

Award holders will be responsible for arranging all relevant activities including, but not limited to, travel plans, accommodation, logistics planning, insurance coverage for any participant travel, etc.

4.2 Ineligible Costs

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

- i. Expenses which are recoverable through other funding mechanisms, including recoverable value added tax.
- ii. Equipment
- iii. Personnel hours for travelling and/or overtime.
- iv. Expenses related to loans, interests and recoverable value added tax.

Additional Provisions

Eligible Costs are to conform to the following and are subject to the final audit scrutiny:

- Any expenses incurred during the project must be consistent with the principles of economy, efficiency, and effectiveness.
- Commercial transactions between any Applicants or consortium partners, or between any Applicants or a consortium partner and a company with similar shareholding to a

consortium partner, is not allowed. All transactions need to be carried out in line with the arm's length principle outlined in Section 1.1.

5. Selection Process and Evaluation

Applications involving at least one Malta-based applicant will be checked for administrative eligibility by the Managing Authority. Once the project application is deemed eligible, this will be jointly or individually scientifically evaluated by the Managing Authority, through external evaluators, and any relevant partnering funding agencies, as stipulated in the relevant Call Text. The chosen evaluators work in accordance with their stipulated evaluation criteria as set in the relevant Call Text. It should be noted that the evaluation process, including its modalities and criteria, may differ between calls, depending on the specific requirements and objectives outlined in the respective Call Text.

Where errors in the budget are noted during the evaluation process, these will be categorised by Xjenza Malta as major deviations (affecting 10% or over of the grant value) or minor deviations (affecting less than 10% of the grant value).

Minor deviations will be amended by Xjenza Malta and the corrected application shall be administratively evaluated. The Beneficiary will be given the opportunity to accept or decline proceeding with the project if the application as amended is successful. Major deviations will result in the application being considered as administratively non-compliant and will not be considered.

6. Post Selection Process and Award Duration

6.1 The Grant Agreement

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

Upon successful completion of the evaluation stage, it may be necessary for the Managing Authority to negotiate the amount of the awarded funds requested in the application form. The Managing Authority retains the right to provide funds of a different sum should the amount in the 'breakdown of costs' appears to have been overestimated. The Managing

Authority reserves the right not to proceed with signing of the Grant Agreement if it results that doing so would be too high an exposure risk to the Managing Authority.

Award holders must keep a separate bank account or records, which must be clearly distinguishable from their other accounting records. All relevant expenses must be recorded in this account. Eligible expenses must have been determined in accordance with the usual accounting and management principles and practices of the award holder. Eligible costs must be backed up with the relevant documentation as specified in the Grant Agreement.

The deadline for completion of the activities funded through this Programme are stipulated in the relevant Call text. Requests for extension of the award will not be considered unless there is clear agreement by all parties, including other funding agencies involved. Any activities/deliverables related to the award must take place between the Start and End Dates stipulated in the Grant Agreement.

6.2 Start Date and End Date

Project partners shall decide on a common Start Date for the project, unless stipulated in the relevant Call text. If applicable, this information needs to be communicated to all the funding bodies involved in the project, to ensure that the national contracts are synchronised to cover all periods of the project.

The pre-determined date as agreed will be stated in the Grant Agreement, in line with Section 6.1.

In view of the nature of the Grant Agreement, the said agreement will not be signed simultaneously by all parties but will be signed by all the parties separately. Each party will signify the date of signing and the Grant Agreement will come into force on the date on which the final signature is made thereon (hereinafter referred to as the "Agreement Date").

Between the Agreement Date and the Start Date, the Project Contact Point should ensure that all activities required for a smooth project start are completed.

6.3 Double Funding

Funding under this Programme is made available on condition that the project Applicant has not and will not benefit from any other grant or financial assistance of whatever nature, applied for and/ or utilised to cover the same costs and scope which are the subject of the application submitted for funding in terms of the Programme contemplated in these Rules for Participation. In the case where the application covers work that is part of a larger project, the Applicant must submit a table as an appendix to the Application Form that shows a comprehensive list of the items of work and the source of funding for each item.

By signing the Grant Agreement, the Beneficiary is accepting and authorising the Managing Authority to exchange essential information related to the project with other funding agencies, both local and foreign to establish compliance with this condition. Any occurrence of double funding should be communicated in writing to the Managing Authority, prior to the signing of the Grant Agreement and as may arise during the implementation of the project.

7 Dissemination, Reporting and Project Monitoring

7.1 Dissemination and Externalisation

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

Any literature, articles and text material published in relation to the completion of tasks proposed in the project should include the words:

**'Project [Project Name] is part-financed by Xjenza Malta
through the SPIRE Programme [Call Name] '**

Any websites or printed material related to the project should also include the Managing Authority logo and the SPIRE logo. Any other guidelines for dissemination mentioned in the Call Text are to be followed.

During the term of Agreement and for five (5) years thereafter, the applicant shall include and prominently feature the Managing Authority and SPIRE in any publicity related to the project.

In the case where printed material is published without a mention of the initiative and the Managing Authority, the applicant shall be obliged to publish a correction at their own expense in the subsequent issue of the publication. Where any publicity fails to mention the Programme and the Managing Authority, all associated costs will be considered ineligible and the publication will not fulfil any deliverables proposed in the application.

The Managing Authority 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 Managing Authority.

7.2 Reporting

Unless stipulated otherwise in the Call Text, on the last day of the project, the Project Contact Point is required to submit an **End of Project Technical Report**. The **End of Project Financial Report**, covering the work and expenditure undertaken during the entire project shall need to be submitted up to four (4) weeks from the stipulated end of project date.

All financial invoices/receipts should be dated throughout the lifetime of the project. Payments made outside the lifetime of the project will not be accepted. The successful Applicant is to submit a final financial report within four (4) weeks from the End date of Project according to a standard template developed by the Managing Authority. The end of Project Financial report will need to be accompanied by all relevant documentation, including receipts demonstrating how the awarded funds were spent. The Managing Authority retains the right to take any necessary legal action should such reporting not be submitted, to audit the financial documentation and to request further proof of expenditure of the awarded funds. Should there be a significant discrepancy between the awarded funds disbursed by the Managing Authority and the amount spent by the Applicant (as substantiated through receipts or other financial documentation), the Managing Authority retains the right to request a reimbursement of the unspent funds.

The Retention Money will only be disbursed to the successful Applicant once the final report is submitted, and all criteria for re-imbursement have been satisfied.

The Project Contact Point shall schedule **one interim progress** meeting with the Managing Authority at the midpoint of the project. During this meeting, beneficiaries should verbally update Xjenza Malta on progress via a presentation.

The Managing Authority may at any time request supplementary information and documentation on the projects and may request additional progress meetings. The Managing Authority may make such additional enquiries into a project as deemed necessary. Any required documentation not submitted within Final Reports, or documentation not submitted within the specified timeframes, may render the whole project ineligible, and may result in the Managing Authority recovering all funds disbursed across the project.

If the project is found to be in breach of the Grant Agreement or to materially depart from the submitted application, the Managing Authority reserves the right to discontinue the award and the Beneficiary may be required to refund the Grant in part or in full. In any such event, the Managing Authority may also exclude a Beneficiary from participating in future calls.

7.3 Budget Transfers

Applicants should note that:

- i. Transfers of project funds between line items over the duration of the project that are cumulatively less than 20% of the grant value are automatically eligible provided that:
 - a. the limits mentioned in these Rules for Participation, and relevant Call text are adhered to;

- b. expenses are exclusively used throughout the project lifetime for the sole benefit of the project;
 - c. requested costs should be eligible as per these Rules for Participation.
- ii. Where transfers of project funds between line items are cumulatively greater than 20% of the grant value, these will be considered as significant alterations to the proposal and will not be eligible.
- iii. Any Transfer of project funds should be reflected in the financial report, referred to in Section 7.2.

For local Maltese consortia, the 20% transfer limit applies to the grant amount allocated to each partner.

7.4 Supervening Circumstances

The Project Contact Point is obliged to immediately advise the Managing Authority of any internal or extraneous significant event which might affect the validity or implementation of the project. This obligation applies to the entire period between the submission of the Project Application and the completion of the project.

The Managing Authority, at its own discretion, shall either give such directives as it deems necessary for the furtherance of the project or re-assess the project in its entirety accordingly.

Failure on the part of the Project Contact Point to respect this obligation may lead the Managing Authority to suspend or terminate funding for the project and request a refund.

If during the project a Partner withdraws from the Project Consortium, the Beneficiary should immediately advise the Managing Authority. In this event, the relevant articles of the Grant Agreement shall apply.

7.5 Default

If the implementation of a project becomes impossible, the Managing Authority 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 such cases, the Managing Authority will provide a notice indicating a rectification period of one (1) month.

7.6 Interpretation of Rules

This document endeavours to establish comprehensive and unambiguous rules governing participation in this initiative. However, should circumstances arise where the rules are inadequate, unclear, ambiguous, or conflicting, the Managing Authority shall exercise its discretion in the interpretation of the rules 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 Managing Authority.

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

8 Confidentiality of Submissions

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 Rules for Participation; and
- ii. Commission Regulation (EU) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (the *de minimis* Regulation).
- iii. 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).
- iv. 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'.

9 Annex – *de minimis* aid

Assistance provided under these Rules for Participation is in line with the terms and conditions of Commission Regulation EU 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (OJ L, 2023/2831, 15.12.2023) (herein referred to as *de minimis* Regulation (link below)).

The *de minimis* Regulation stipulates that **a Single Undertaking cannot receive more than €300,000 in *de minimis* aid over 3 years**, including *de minimis* aid from schemes offered by entities other than the Managing Authority. The three-year period is assessed on a rolling basis.

Any *de minimis* aid received which is above the established threshold will have to be recovered, with interest from the undertaking receiving the aid.

This Regulation applies to aid granted to undertakings in all sectors, with the exception of:

- i. Aid granted to undertakings active in the primary production of fishery and aquaculture products.
- ii. Aid granted to undertakings active in the processing and marketing of fishery and aquaculture products, where the amount of the aid is fixed on the basis of price or quantity of products purchased or put on the market.
- iii. Aid granted to undertakings active in the primary production of agricultural products.
- iv. Aid granted to undertakings active in the processing and marketing of agricultural products, in one of the following cases:
 - a. Where the amount of the aid is fixed on the basis of the price or quantity of such products purchased from primary producers or put on the market by the undertakings concerned.
 - b. Where the aid is conditional on being partly or entirely passed on to primary producers.
- v. Aid granted to export-related activities towards third countries or Member States, namely aid directly linked to the quantities exported, the establishment and operation of a distribution network or other current expenditure linked to the export activity.
- vi. Aid contingent upon the use of domestic good and services over imported goods and services.

Where an undertaking is active in the sectors referred to in points (i), (ii), (iii) or (iv) above, and is also active in one or more of the other sectors falling within the scope of the *de minimis* Regulation or has other activities falling within the scope of the *de minimis* Regulation, the *de minimis* Regulation shall apply to aid granted in respect of the latter sectors or activities, provided that the Managing Authority ensures, by relying on

appropriate means such as separation of activities or separation of accounts, that the activities in the sectors excluded from the scope of this Regulation do not benefit from the *de minimis* aid granted in accordance with this Regulation.

The rules on cumulation of aid as outlined in Article 5 of the *de minimis* Regulation (link below) will be respected.

Applicants will be required to submit a signed *de minimis* declaration form indicating any *de minimis* aid received and/or applied for during the applicable three-year period.

In line with Article 6(1) of the *de minimis* Regulation, as of 1 January 2026, information on *de minimis* aid granted under this scheme shall be made publicly available in the central register at national or Union Level.

The following information will be made public:

- i. The identification of the Beneficiary,
- ii. The aid amount,
- iii. The granting date,
- iv. The aid instrument, and
- v. The sector involved based on the statistical classification of economic activities in the Union ('NACE classification').

More information on the *de minimis* regulation can be found on the following link:
<https://eur-lex.europa.eu/eli/reg/2023/2831>