GOVERNMENT OF MALTA
MINISTRY FOR JUSTICE,
RESEARCH AND INNOVATION

R&I Thematic Programmes: Water Innovation for Sustainable Agriculture (WISE) Research Programme 2027

Rules for Participation 2027 | Option **A1**
Rules for *De Minimis aid regime*

THEMATIC PROGRAMMES

WATER AGRICULTURE RESEARCH PROGRAMME

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1 Introduction

The R&I Thematic Programmes are designed to provide financial assistance for innovative projects through targeted, top-down initiatives backed by Maltese Public Entities and Authorities. These thematic initiatives receive support from national funds managed by Xjenza Malta.

The purpose of these thematic initiatives is to enhance the R&I landscape in Malta by creating a cohesive system that allows Maltese researchers and entrepreneurs to cultivate their innovative ideas within a comprehensive and well-suited environment tailored to their specific sector. To achieve these goals, an adaptable system can only be established through collaboration with Maltese public entities, authorities, and agencies that possess a profound technical expertise in the specific sectors they oversee.

These collaborative initiatives will allow Maltese researchers to benefit from the synergy between the technical abilities of these Maltese Public Entities, Authorities and Agencies, and the R&I experience and networking capabilities of Xjenza Malta.

The main objectives of the R&I Thematic Programmes are:

- To develop a cohesive R&I landscape in Malta
- To create dedicated, sector specific support
- To engage with the Maltese R&I community
- To concentrate the efforts of Maltese researchers and entrepreneurs into addressing topics of national interest

2 The Water Innovation for Sustainable Agriculture Research Programme

2.1 Programme Scope and Focus

The Water Innovation for Sustainable Agriculture (WISE) Research Programme is a national funding programme established by **Xjenza Malta** in collaboration with **Riżorsi Agrikoli Malta (RAM)** to strengthen research and innovation addressing freshwater availability, replenishment and sustainable water management within Malta's agricultural sector. The programme has been jointly developed to address nationally

identified challenges affecting agricultural water resources while supporting the development of practical, science-based solutions that contribute to the long-term resilience of Malta's agri-food systems.

As Malta's national funding agency for research and innovation, Xjenza Malta is responsible for the design, administration, management and monitoring of the programme. RAM contributes its sectoral expertise and technical knowledge to ensure that the programme addresses the most pressing priorities affecting agricultural water management and remains aligned with national agricultural needs and policy objectives.

The programme supports **collaborative research and innovation** projects that generate new scientific knowledge and facilitates its development, validation and application within representative Maltese agricultural ecosystems. Recognising that effective agricultural water research must be grounded in the operational realities of the sector, the programme incorporates dedicated support for the participation of **Primary Agricultural Producers** within research and development consortia through a dedicated funding route. This enables primary agricultural producers to participate as co-innovators, contributing practical expertise, supporting validation and demonstration, and aiding end-user feedback.

The programme contributes to Malta's strategic objectives relating to sustainable water management, agricultural resilience and climate adaptation by supporting research and innovation in water-use efficiency, rainwater management and conservation, and the resilience of agricultural systems to climate variability. Projects funded under the programme are therefore expected to generate scientifically robust outputs that demonstrate clear practical value while creating pathways towards wider adoption and long-term environmental impact.

To achieve these objectives, the programme is structured around three thematic priority areas, developed jointly by Xjenza Malta and RAM following an assessment of Malta's challenges within the sector and the associated needs in innovation.

The programme targets Technology Readiness Level (TRL) advancement between 3 and 7, with the minimum TRL requirement to apply being 3 and advancement requiring any level higher than the starting TRL, up until TRL 7. Given the aims of the WISE Research Programme, it is critical that any proposal that will be considered for funding aligns with the Priority Areas hereunder.

Priority Areas
Priority Area 1 | Water Use Efficiency in Agriculture
Priority Area 2 | Water Replenishment and Conservation
Priority Area 3 | Climate Resilience and Risk Management

Priority Area	Sub-Areas
1. Water Use Efficiency in Agriculture	1.1 Agricultural Water Monitoring and Assessment 1.2 Irrigation Efficiency and Water-Use Optimisation 1.3 Modelling and Data Systems for Agricultural Water Management
2. Water Replenishment and Conservation	2.1 Rainwater Harvesting Potential 2.2 Catchment Planning and Allocation 2.3 Water Storage and Retention Solutions
3. Climate Resilience and Risk Management	3.1 Climate Risk Assessment 3.2 Water Demand Forecasting 3.3 Climate Adaptation and Resilience 3.4 National Planning and Modelling

The sub-areas are intended to guide applicants on the scope of research sought under each Priority Area. They are not exhaustive, and innovative proposals addressing the stated objectives and expected contribution through alternative scientific or technological approaches remain eligible for consideration, up to the discretion of the Managing Authority.

Across all Priority Areas, applicants are encouraged to design projects and outputs that maximise their long-term scientific, practical and strategic value. Where appropriate, this may include the development of approaches, datasets, methodologies, tools or frameworks that facilitate future research, inform decision-making, support wider adoption, or contribute to national capabilities in agricultural water management.

2.2 Contacts

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3 Definitions

Kindly note that whilst definitions are harmonised throughout Xjenza Malta schemes, some terms may be absent within these Rules as they are not relevant to this Programme.

Agreement Date	The term refers to the date on which the Grant Agreement is signed by the legal representative of Xjenza Malta.
Agricultural de minimis aid	Aid granted to undertakings active in the primary production of agricultural products in accordance with the Agricultural de minimis Regulation and subject to the conditions and ceilings established therein.
Agricultural de minimis Regulation	Commission Regulation (EU) No 1408/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid in the agriculture sector, as amended.
Agricultural Holding	The land, facilities and other agricultural resources under the management or lawful control of a Primary Agricultural Producer or Farmers' Cooperative eligible under Option A2, which are used for carrying out primary agricultural production.
Agricultural Land	Land situated in Malta that is lawfully available to the Agricultural Partner and used for primary agricultural production and, for the purposes of these Rules, is utilised in carrying out the approved Project activities.
Agricultural Land Use Costs	Costs directly attributable to the use of agricultural land by the Agricultural Partner for the implementation, testing, validation and/or demonstration of approved Project activities, subject to the applicable conditions and maximum limits established under these Rules.
Agricultural Partner	The mandatory Consortium Partner participating in the Project as either an eligible Primary Agricultural Producer or a Farmers' Cooperative eligible under Option A2 and active in the primary production of agricultural products, in accordance with the relevant Rules for Participation.
Agricultural Products	Products listed in Annex I to the Treaty on the Functioning of the European Union, with the exception of fishery and aquaculture products falling within the scope of Regulation (EU) No 1379/2013.

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 who applies for funding.
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 National Rules for Participation, is selected for funding.
Due Diligence	An investigation of an entity or person prior to the signing of the Grant Agreement conducted in order to establish the suitability of the Applicant to receive funding under this Programme.
Eligible Direct Costs	The term refers to 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 capped at the approved requested funding value.
Eligible Undertakings	The term under Option A1 of these rules refers to undertakings planning to carry out Industrial Research and/or Experimental Development projects and must either be: i. A partnership constituted under the Companies Act, being a partnership *en nom collectif, en commandite* or a limited liability company; or ii. Professional body; or iii. NGOs. '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 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. '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. 'Non-profit making' is an entity where: 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. 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: Provided further that an organisation shall continue to be deemed as non-profit making notwithstanding that: 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; 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	v. This term refers to the date when the Project Period, having commenced on the Start Date, expires.
End User	A person, group or organisation expected to directly use, apply or benefit from the knowledge, methodology, technology, practice, tool or other output generated through the Project.
Evaluators	Evaluators are the consultants who responded to Xjenza Malta's Call for Applications to provide evaluation services for submissions made through this Programme
Farmers' Cooperative	A cooperative society duly registered in Malta in accordance with applicable legislation which is active in the primary production of agricultural products and satisfies the eligibility

	requirements applicable under Option A2 of the Rules for Participation.
Grant Agreement	This term refers to the funding agreement concluded between the Managing Agency 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.
Lead Agency	The primary organization tasked with overseeing and coordinating the entirety of the project.
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 Agency	The term refers to Xjenza Malta, a Managing Agency established as per Subsidiary Legislation 595.49.
Operating base in Malta	Having an Operating base in Malta refers to a Legal Entity that: 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

	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.
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.
Primary Agricultural Producer	A natural or legal person duly registered with the relevant competent authority in Malta and actively carrying out activities falling within the primary production of agricultural products in Malta.
Primary Agricultural Production	The production of products of the soil and of stock farming listed in Annex I to the Treaty on the Functioning of the European Union, without performing any further operation changing the nature of such products.
Principal Investigator	The term refers to the lead researcher on behalf of the local Applicant/Beneficiary or the project consortium. May be the same as the Project Contact Point.
Project Contact Point	The term refers to the individual, appointed to act on behalf of the Applicant/Beneficiary and who is responsible for communicating with the Managing Agency about the Project. The Project Contact Point(s) shall have the following responsibilities: i. To ensure compliance with the obligations in terms of the Grant Agreement. ii. To compile Periodic Reports and Final Reports including their timely submissions and effective execution of the project.

	iii. 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, including any co-financing.
Research and Development	This term is defined as the systematic investigation, work or research carried out in any field of science or technology through experiment, theoretical work or analysis undertaken to acquire new knowledge, primarily directed towards a specific practical aim or objective, and includes: a) **Fundamental Research** means experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, without any direct commercial application or use in view. b) **Industrial Research** means the planned research or critical investigation aimed at the acquisition of new knowledge and skills for developing new products, processes, or services or 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-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. c) **Experimental Development** means acquiring, combining, shaping and using existing scientific, technological, business and other relevant knowledge and skills with the aim of developing new or improved products, processes or services 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. Experimental development may comprise prototyping, demonstrating, piloting, testing and validation of new or improved products, processes or services in environments representative of real-life operating conditions where the primary objective is to make further technical improvements on products, processes or services that are not substantially set. This may include the development of a commercially usable prototype or pilot which is necessarily the final commercial product, and which is too expensive to produce for it to be used only for demonstration and validation purposes. Experimental development does not include routine or periodic changes made to existing products, production lines, manufacturing processes, services, and other operations in progress, even if those changes may represent improvements.
Research and Knowledge-Dissemination	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

Organisation (RKDO)	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.
Single Undertaking	The term means all enterprises having at least one of the following relationships with each other: 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. 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.
Start Date	The term refers to date established for the official start of the project in the Grant Agreement.
Start-up	The term shall be defined as an undertaking that has been established for less than three (3) years following its registration. For Eligible Undertakings that are not subject to

	registration, the five-year eligibility period shall start from either the moment when the undertaking starts its economic activity or the moment it becomes liable to tax with regard to its economic activity, whichever is earlier.

4 Eligibility Criteria and Applications

This section sets out the criteria that Applicants must satisfy in order to be eligible to participate in this Programme and the requirements governing the submission of applications.

These Rules for Participation are exclusively applicable to undertakings **that carry out an economic activity within the meaning of Article 107 TFEU.**

Any **eligible undertaking**, with an operating base in Malta, as defined in Section 3, may apply and be eligible for funding, subject to the terms and conditions set out in these Rules for Participation, including all eligibility criteria outlined.

The applicant entity must be a **Maltese registered entity** by the date of application submission.

Any Applicants which, at the time of proposal submission, are considered by the Managing Agency to be non-compliant with respect to Grant Agreement obligations on other active project/s funded by Xjenza Malta, may be immediately deemed ineligible at the 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/s funded by the Managing Agency and circumstances where the Applicant is in recognised default of Grant Agreement obligations on any other active project/s funded by the Managing Agency. 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 Agency.

4.1 Conflict of Interests

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 Agency without delay of any situation constituting or likely to lead to an actual or perceived conflict of interest and immediately take all of the necessary steps to rectify this situation.

The Managing Agency 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.

5 Consortium

5.1 Composition

A project application shall be submitted by a Consortium comprising of, as a minimum, one (1) partner from each of the following categories:

- A Research and Knowledge-Dissemination Organisation (RKDO)[1], as defined in Section 3.
- An Agricultural Partner[2] established or registered in Malta, being either:
  (i) a Primary Agricultural Producer registered with the relevant Maltese

[1] Funding made available to this type of beneficiary under this programme shall be governed by Option B of the relevant Rules for Participation.

[2] Funding made available to this type of beneficiary under this programme shall be governed by Option A2 of the relevant Rules for Participation.

authority and active in the primary production of agricultural products; or (ii) a Farmers' Cooperative duly registered in Malta, active in the primary production of agricultural products and eligible under Option A2 of these Rules for Participation.

Where the implementation of the Project requires the use of an agricultural holding, the Agricultural Partner shall demonstrate lawful ownership, occupation, use of, or access to the relevant holding.

In addition to the mandatory partners outlined above, a consortium under this call may include the following partner category, although its participation is not mandatory:

- Private undertakings[3] that carry out an economic activity within the meaning of Article 107 TFEU, as defined in Section 3.

For project proposals submitted under this Programme, the RKDO shall act as Project Lead. The Project Lead shall appoint a Principal Investigator and a Project Contact Point from within their entity, which may be the same individual. The Project Lead shall be responsible for coordinating the Consortium, submitting the application and ensuring successful execution and completion of the project.

Applications shall be submitted by the Project Lead on behalf of the Consortium and must be endorsed and signed by the legal representative of each partner. Where the legal representative is unable to provide such endorsement, an authorised delegate may sign on their behalf, provided that the appropriate delegation of authority is submitted.

A natural person may be affiliated with only one Consortium Partner for the purposes of a single application.

A Consortium Partner wishing to withdraw from a Project, must present their case to the Managing Agency through the Principal Investigator. As a result, and at its discretion, the Managing Agency may request the refunding of money disbursed to that partner and may even terminate the WISE Research Programme project in its entirety (meaning that all funds may be requested in part or in full by the Managing

[3] Funding made available to this type of beneficiary under this programme shall be governed by Option A1 of the relevant Rules for Participation.

Agency). All Project[4] partners would still be obliged to provide all technical and financial reporting during the lifetime of the project, at their own expense. In extenuating circumstances, the Managing Agency 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.

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

- ✓ **To coordinate the timely development and execution 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** as requested in Section 9 in a timely manner;
- ✓ To **act as the main point of contact between the Managing Agency and the Consortium,** where the Principal Investigator has also been appointed as the Project Contact Point**;**
- ✓ To ensure that the consortium **complies with all obligations** assigned within the contract governing this grant;
- ✓ To **disburse the tranches** received from the Managing Authority to the Project Partners as stipulated in the Grant Agreement.

The Agricultural Partner is expected to contribute **practical agricultural knowledge** and participate actively in the implementation, testing and/or validation of the proposed research under representative agricultural conditions. The Agricultural Partner is not expected to undertake scientific research activities outside its expertise unless specifically proposed as part of its role.

[4] The applicant requesting aid under Option A2 of these Rules for Participation is not requested to prepare a technical report

5.2 Conflict with Fundamental Aim of Programme

Pertaining to the Arm's length principle, the participation of individuals and entities in a Consortium must not be of such nature as to create conflicts with the fundamental objectives of this programme, as well as the principles pertaining to 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 Applicability of State Aid Rules | (Option A1 – *de minimis aid*)

This option of this scheme will be implemented in line with the terms and conditions of Commission Regulation (EU) 2023/2831 of 13 December 2023[5] on the application of

[5]More information available here: https://eur-lex.europa.eu/eli/reg/2023/2831

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) (hereinafter referred to as the *de minimis* Regulation).

The de minimis Regulation stipulates that **a single undertaking cannot receive more than €300,000 in *de minimis* aid over the applicable three-year period**, including *de minimis* aid from measures offered by entities other than the Managing Agency. The three-year period is assessed on a rolling basis.

Applicants should ensure and declare that they are eligible for the requested grant under State Aid rules before applying.

Applicants will be required to submit a signed *de minimis* declaration indicating any *de minimis* aid received and/or applied for during the applicable three-year period. **In the case of successful applications, an updated declaration form shall be provided at the time of the signing of the Grant Agreement, ensuring that the Applicant remains eligible for funding under the State Aid regime.**

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

In line with Article 1 of the *de minimis* Regulation, no aid will be granted to the following undertakings and/or sectors, since these are expressly excluded from the scope of the *de minimis* Regulation:

(a) undertakings active in the primary production of fishery and aquaculture products;

(b) 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;

(c) undertakings active in the primary production of agricultural products;

(d) undertakings active in the processing and marketing of agricultural products, in one of the following cases:

i. 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;

ii. where the aid is conditional on being partly or entirely passed on to primary producers.

(e) 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;

(f) aid contingent upon the use of domestic goods and services over imported goods and services.

Where an undertaking is active in the sectors referred to in points (a), (b), (c), or (d) 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 Agency 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 these Rules for Participation.

Aid payable in several instalments shall be discounted to its value at the moment it is granted. The interest rate to be used for discounting purposes shall be the discount rate applicable at the time the aid is granted.

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

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 on *de minimis* aid.

The following information shall be made public:

- the identification of the Beneficiary,
- the aid amount,
- the granting date,
- the aid instrument, and
- the sector involved on the basis of the statistical classification of economic activities in the Union ('NACE classification').

Applicants under these Rules for Participation must understand that, should they be found to be in breach of the *de minimis* Regulation, the Managing Agency will enforce the retrieval of disbursed funds with interest, in part or in full, as the case may necessitate.

7 The Application Process

The Call for Project Proposals will be open between the 28th of September 2026 and the 15th of January 2027 at 11:59pm. **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 4, Section 5 and Section 6.

7.1 Application Submission

The WISE Research Programme project application shall present a coherent, comprehensive and credible proposal, clearly demonstrating rationale, objectives, methodology, implementation approach and expected multifaceted impact of the proposed research.

The project proposal shall be based on:

- Reasonable estimates of human resources, financial resources, deliverables and implementation timeframes;
- A clearly defined methodology and design appropriate to the proposed research and outcomes;
- Clearly justified, defined roles, responsibilities and contributions of each consortium partner;
- Measurable outputs, outcomes and impact aligned with the selected Priority Area;
- A clear implementation and validation approach demonstrating the necessity and active involvement of all Consortium partners; and
- The most recent, applicable templates provided by the Managing Agency.

The legal representative(s) of each participating organisation shall physically or electronically[6] sign off the application and enter the date of signature. The legal representative(s) shall also sign and date all relevant declarations found within the Appendices of the Application Form.

Submission, evaluation and selection of project applications will be in the form of a **single-stage process,** meaning modifications by the Applicant or negotiations on the content are not allowed once submission has been made. Only major and minor deviations may be altered at the discretion of the Managing Agency as mentioned below.

The Applicant must ensure complete compliance with these Rules for Participation 2027 prior to submission.

Where errors in the budget are identified during the administrative evaluation process, these will be categorised by the Managing Agency as either:

- **Major deviations,** affecting 10% or more of the requested grant value, or involving significant errors in the required documentation
- **Minor deviations**, affecting less than 10% of the requested grant value.

[6] For the purposes of these Rules for Participation, electronic signatures shall be accepted, provided that they comply with the requirements of Regulation (EU) No 910/2014 (eIDAS) and are legally valid under the applicable legislation.

Minor deviations may be corrected and administratively evaluated**.** Where the application is successful, the applicant shall be given the opportunity to either accept the required amendments and proceed with the project or decline the award.

Major deviations shall be assessed by the Managing Agency. Where appropriate and depending on the nature and severity of the deviation, the Applicant may be invited to address the identified deficiencies within a timeframe as determined by the Managing Agency. **Failure to submit the required corrections within the prescribed timeframe, where rectification is permitted, shall render the application administratively non-compliant and ineligible for further consideration.** In cases where the deviation is fundamental or prevents proper evaluation of the application, **the application may be declared administratively non-compliant without the opportunity of rectification.**

All administratively compliant applications shall be evaluated according to the procedure outlined in Section 12 of these Rules for Participation. **The approved Application Form and these rules for participation shall be appended to the Grant Agreements for successful Applicants and shall form part of the Grant Agreement, including its technical obligations.**

Any text in the submitted application that exceeds the prescribed maximum word count and/or page limits shall be **disregarded in the scientific evaluation process**.

7.2 Submission Documents

All submissions must include the following documentation:

- ✓ **Application Form**

  The **application form** shall be submitted in **MS Word (.docx)** format, with a **signed**[7] **copy in PDF (.pdf)** format. The Application form shall include:

[7] Signatures are required from the Principal Investigator and the Legal Representative/s of all involved Partners within a consortium.

- A clear description of the identified research challenge, proposed solution and relevance to the selected Priority Area;
- The proposed research methodology and implementation approach, including the advancement sought;
- A detailed project plan setting out activities, work packages, milestones, deliverables and timeframes, supported by a Gantt Chart;
- Clearly defined roles, responsibilities and contributions of each Consortium Partner;
- The baseline, expected outputs, outcomes and impact of the project, together with appropriate indicators, targets and means of verification, where applicable;
- The intended end users and pathway towards uptake and use of project results;
- The principal scientific, technical and implementation risks, together with appropriate mitigation measures;
- Where applicable, a description of the activities to be undertaken by external collaborators and the expertise required;
- A precise indication of project costs within the application ;
- Relevant previous and/or ongoing funded activities, demonstrating the additionality of the proposed project and the absence of double funding.

✓ **Detailed budget breakdown form** [8]

This Form shall be submitted in **MS Excel (.xlsx)** and **PDF (.pdf)** format for each Consortium Partner.

✓ **Curricula Vitae**

[8] The template for this document may be found on the Resource Page in the Xjenza Malta website or through https://xjenzamalta.mt/resources-page/

Curricula Vitae of **key researchers** including relevant track records. These should clearly establish the **potential and capacity** to carry out the project.

✓ IP agreement

An IP Agreement signed by all Consortium Partners, setting out the **arrangements governing background and foreground intellectual property,** ownership and access rights, use and exploitation of project results, and the rights and obligations of each Partner in relation to such results. The agreement shall ensure that the agreed IP arrangements do not unnecessarily restrict the validation, uptake, further development or exploitation of project results. The Agreement shall also clearly establish the rights of participating Primary Agricultural Producer(s) to access and use project results relevant to their participation, including for testing, validation and demonstration purposes, as applicable.

✓ Letters of intent

Such documents or equivalent documentary evidence are necessary to confirm the **commitment of external persons and/or entities** (where applicable) to collaborate on the Project. These are to be **signed and dated, no earlier than 3 months prior to application deadline.**

✓ Dissemination and externalisation plan

A plan outlining how project results and knowledge generated will be **communicated, disseminated and, where appropriate, exploited** or taken up by relevant stakeholders and end users. This plan can be included as an annex to the application form and must be tied to at least one Work Package.

✓ Signed Additional Declarations

The additional declarations found appended to the application form template shall be completed and signed by all Partners in the Consortium.

Additional Documentation – Option A1

Applicants requesting funding under Option A1 shall additionally submit:

✓ Signed *de minimis* aid Declaration Form[9]

The **signed de minimis aid Declaration** is to be **completed, signed and submitted with the application.** An updated declaration shall be submitted prior to the signing of the Grant Agreement should the project be selected for funding.

✓ Memorandum of Association

A **Memorandum of Association** should be submitted for applicants applying under these Rules for Participation.

✓ VAT Certificate

A **VAT Certificate** including the appended information sheet clearly showing the relevant NACE code, should be submitted by every applicant applying under these Rules for Participation.

✓ Management Accounts

The applicant shall submit **verified Management Accounts**, including detailed profit and loss, as well as a balance sheet, for the current year.

✓ Financial Statements

Audited [10] financial statements should be submitted for the last two (2) years for due diligence purposes.

[9] The template for this document may be found on the Resource Page in the Xjenza Malta website or through https://xjenzamalta.mt/resources-page/

[10] If a signed copy is not available for the current year/last year, a draft or unsigned version may be provided at application stage. If awarded, at due diligence stage, other related documentation may be requested.

In the event that the applicant is a start-up, and the above documents are not available, the applicant shall provide the ***financial projections for three (3) years*** signed by an independent certified accountant, including:

- ✓ An income statement,
- ✓ A cash flow statement, and
- ✓ A statement of financial position

Applicants, who fall within the definitions of professional bodies and NGOs, are required to provide relevant financial documents along with an authenticated constitutional document (e.g. Statute/ Deed) and VO certificates.

It should be noted that emails larger than 20MB shall be automatically rejected by the system. The Applicant may make use of WeTransfer, Google Drive or any other software. Should the validity of said software be ambiguous, permitted use should be requested from the Managing Authority prior to submission.

Application Forms can be sent electronically to rtdi.xjenzamalta@gov.mt, keeping Ms Mariah Vella (mariah.vella.5@gov.mt), Ms Giulia Aquilina (giulia.aquilina@gov.mt) and Mr Nicholas Caruana Pedersen (nicholas-caruana.pedersen.1@gov.mt) in copy, with "WISE Submission 2027 Call" as a subject.

It is the responsibility of the Applicant to ensure that a confirmation of receipt is provided.

All received applications shall be acknowledged in writing or by email. Incomplete applications as of **15th January 2027 at 11:59pm** will not be considered.

Physical submissions of applications or supporting documents will not be accepted under any circumstances. Applicants are strongly encouraged to double-check their submissions to ensure completeness and correct format.

7.3 Considerations at Application Stage

7.3.1 Respecting Lead Times

All organisations, including the Managing Agency, 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 the Managing Agency. Applicants should also consider personal commitments, vacation leave etc, when planning to submit an application.

All project applications submitted to the Managing Agency must be dated and signed by the Lead Partner's legal representative/s and must include signatures of the legal representatives of each respective partners.

7.3.2 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.** One-to-one sessions and correspondences seeking advice should be done latest **one week** before the closing date for this call.

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 Principal Investigator, the title of proposal and the abstract which may in the course of the process be published.

The collection of data by the Managing Agency through the application for aid under the Programme, submitted by the Applicant and the subsequent processing of said data by the Managing Agency 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 provision of these Rules for Participation;

ii. Commission Regulation (EU) 2023/2831 of 13 December 2023[11] 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 Managing Authority 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).;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.

9 Programme Parameters

Xjenza Malta, in collaboration with RAM, reserves the right to carry out financial and/or technical audits at its discretion, at any time during the duration of the project to ensure that Programme Parameters, as per contractual obligations, are being observed.

9.1 Project Start Date and Duration

The project must start by **1st of June 2027** or as otherwise stated by the Managing Agency. The project must be implemented across a duration of 24 months, **without the possibility of extension**.

9.2 Project Grant

The **maximum grant value** available for a single project is up to **€100,000**.

Subject to the maximum Project Grant of €100,000 and the limits applicable to the Agricultural Partner(s), no minimum or maximum share of the grant is prescribed for

[11] More information available here: https://eur-lex.europa.eu/eli/reg/2023/2831

any individual Consortium Partner. The proposed allocation must be proportionate to each Partner's defined activities, eligible costs and contribution to the Project. In all cases, the Project and its budget must be grounded in substantive research and demonstrate a credible pathway to practical impact in Malta's agricultural sector.

The *de minimis* aid to be received by every successful applicant under these Rules for Participation shall include all approved eligible costs for that entity at a maximum aid intensity of 75%, as mentioned in Section 10.

9.3 Deliverables

Deliverables are tangible outcomes of the project and must be submissible. They must be proposed between the start date and end date of the project. Deliverables not planned within the project timelines 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.**

Each deliverable shall be clearly described in the Application Form, including its purpose, expected output, format, means of verification and contribution towards the relevant project objective(s). Where applicable, appropriate acceptance criteria shall also be established to enable the achievement of the deliverable to be assessed.

The submission of a deliverable shall be accompanied by sufficient information and supporting evidence to enable the Managing Agency to understand its content, relevance and contribution to the project. Deliverables may take the form of presentations, reports, correspondence, legal agreements, images, event agendas, audio recordings, videos, databases, certificates, manuscripts or any other format deemed acceptable by the Managing Agency. The submission of a file or output alone shall not be considered sufficient where its purpose, functionality, results and contribution to the project cannot be adequately assessed.

The content of each deliverable should be proportionate to the research effort carried out to obtain such results. Where applicable, deliverables shall also provide evidence of the results achieved against the relevant baseline, indicators, targets and/or acceptance criteria established within the approved Application Form.

Each proposed deliverable shall be assigned a percentage weighting reflecting its relative importance and contribution to the achievement of the overall project objectives. The cumulative weighting of all mandatory and additional deliverables shall amount to 100%. The End of Project Audited Financial Report

shall not be assigned a percentage weighting, given its separate and mandatory nature.

Failure to submit a deliverable, without adequate justification, may result in a reduction of the grant proportionate to the weighting assigned to that deliverable, together with an additional penalty of 2% of the grant value for each affected deliverable.

It is required that:

- File storing and synchronization service e.g. Google Drive (ideally) or Dropbox, is set up and shared with the Managing Agency 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.
- 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 of the final version of the deliverable/s will be held at the Managing Agency which will then be considered the final version. Where deliverables require periodic submissions (e.g., monthly reports, reports on IP status), it is only the final submission that will be considered as the final deliverable. All submitted deliverables should remain on the file storage system for at least 6 months following the successful closure of the project.
- A copy of all deliverables must be presented to the Managing Agency before any retention is disbursed.

The sub-sections below list the Mandatory Deliverables that are required by the Managing Agency and a non-exhaustive list of Recommended deliverables that may be considered. The project plan should provide sufficient details of planned activities and incorporate these deliverables into the project proposal.

9.3.1 Mandatory Deliverables

All projects shall include the following mandatory deliverables, adapted where necessary to the nature and maturity of the proposed research.

- ✓ **Report on Project Progress**

1. Project Kick-Off and Progress Monitoring

A **Kick-Off Meeting** shall be held at the commencement of the project, followed by **Project Progress Meetings** at six-month intervals, and a **Final Project Meeting** at project completion

Progress meetings shall provide evidence of progression against the approved work plan, deliverables, milestones, indicators and project expenditure.

The Managing Agency reserves the right to request additional project-monitoring meetings where necessary.

2. Interim Technical Report

This report must be submitted mid-way through the project. This shall be prepared and submitted by the Lead Beneficiary.

3. Interim Financial Report

This report should be submitted within one month from the mid-way point of the project, by each Partner.

4. End of Project Technical Report

This Report must be submitted at the end of the project. This shall be prepared and submitted by the Lead Beneficiary.

5. End of Project Audited Financial Report

This report must be submitted by each partner, within two months of the completion of the project to account for lead time and payroll in the lifetime of the project.

All Reports must include sufficient evidence on the achievement of the project objectives, as well as the parameters indicated in the application, and they must be provided in accordance with the templates provided to the Principal Investigator by the Managing Agency.

6. Research and Impact Landing Roadmap

Projects shall establish an appropriate baseline and a Research and Impact Roadmap setting out the expected project results, relevant indicators, baseline

values, targets, measurement methods, evidence sources, responsible Partner(s) and verification points.

A preliminary framework shall be provided at application stage and shall be provided updated mid-way through the project and at the end of the project.

This shall be prepared and submitted by the Lead Beneficiary.

7. Final validated Project Output

Each project is expected to deliver at least one substantive final output that is independently usable, verifiable or capable of supporting further implementation beyond the project. This may include, but is not limited to:

- A validated methodology, model or monitoring framework;
- A quality assured dataset;
- A decision-support or calculation tool;
- A GIS or mapping output;
- A validated technical or operational protocol;
- A field-tested technology or irrigation solution;
- An operational monitoring system
- A validated rainwater-retention or catchment-management approach;
- Technical guidance or planning framework.

The final output shall be accompanied by appropriate evidence of its validation, performance, accuracy, limitations and/or applicability. **If such an output is not a feasible commitment due to the nature or maturity of the project, a justification is to be provided at application stage.**

8. One Article in public media[12]

Publish at least one article in public media (e.g., local newspapers or magazines) to raise public awareness, **including an acknowledgement to the Managing Agency and RAM**. A copy should be presented to Xjenza Malta within two

[12] Public media must demonstrate outreach to a general audience and shall not include publications or platforms targeting predominantly academic or institutional stakeholders.

weeks of publication. *These should not contain intellectual property but should raise awareness about the project and its benefits.*

The Beneficiaries shall at all times cooperate with the Managing Agency in the promotion of the WISE Research Programme by delivering presentations about the Project or through other reasonable means at the request of the Managing Agency or RAM.

Any changes to the project objectives, deliverables, work-packages or any other parameter committed to in the application, are to be communicated in writing with clear justification to the Managing Agency prior to the deadline. The written request will be referred to the Unit Director for approval. The Managing Agency will acknowledge receipt and endeavour to reply in a timely manner so that the momentum of the project remains unaffected.

Acceptance or otherwise of any changes shall be at the sole discretion of the Managing Agency and its decision shall be binding, final and irrevocable. Any other communication shall not be considered valid or binding.

9.3.2 Recommended Deliverables

Further to the mandatory deliverables, Xjenza Malta recommends that additional deliverables are included. The proposed recommended deliverables **should not exceed more than ten (10)**. Although the deliverables listed below are not mandatory, the inclusion of relevant and proportionate additional deliverables may strengthen the proposal where they provide clear added value towards the achievement of the project objectives and expected impact. The recommended deliverables may include:

- ✓ Registration of patents on the work carried out throughout the project (or any tangible outcomes during the patenting process).
- ✓ The formation of any spin-off entities that are envisioned. Kindly highlight if these spin-offs will also be licenced and if any IP is generated.
- ✓ Monograph/s and/or peer-reviewed paper/s for accepted publication in international open access journal/s of repute based on the work carried out through the Project;
- ✓ Oral presentation/s at international conference/s on the work carried out through the Project;

- ✓ The attainment of undergraduate degrees and/or postgraduate degrees and/or post-doctoral research. (In cases where the project duration is insufficient for the purpose of submitting a degree, there has to be a commitment to complete the degree outside the duration of the project utilising other sources of funding.)
- ✓ Reports after the conclusion of testing, to highlight the generation of new knowledge.
- ✓ Additional project dissemination activities including but not limited to fairs, workshops and events. Examples include Science in the City, R&I cafes, Enterprise European Network events, project exhibitions and so on.
- ✓ Commercial commitments such as technology innovations to be included in a partner's existing product or service.
- ✓ Commercial commitments such as technology transfer licences.

Any activities which are related to project set-up shall not be considered as acceptable deliverables. These include:

- × Personnel recruitment
- × Procurement of equipment
- × Internal Meetings
- × Ethical approval

Kindly note that the examples of recommended deliverables given above are indicative, not exhaustive.

The Managing Agency appreciates that the fulfilment of the additional deliverables may be dependent on external factors. The Beneficiary is expected to take such external factors into consideration when submitting their application form. **Although these deliverables are non-compulsory, if listed as committed deliverables at application stage, they must be adhered to.**

In the case of publications, their submission should take place during the duration of the project, and where available and possible, deposited in the entity's repository, including an acknowledgement to the Managing Agency.

Where a Beneficiary has committed to submitting a research paper for publication, but the paper is not accepted for publication within the project duration, the Beneficiary shall provide sufficient documentary evidence demonstrating that the paper was submitted for publication and subsequently rejected. Where the Managing Agency is satisfied that a genuine attempt to fulfil the deliverable was made, the Beneficiary shall not be considered in breach of this obligation.

A copy of all publication submissions must be presented to the Managing Agency before the end date of the project otherwise the Managing Agency reserves the right to withhold funds accordingly.

10 Eligible Costs (Under Option A1 of these Rules for Participation)

Eligible direct costs are those costs incurred directly by the applicant during the lifetime of the project, and which are primarily used to achieve 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.

The Eligible Direct Costs for *De Minimis* Aid (A1) are:

- **Personnel Costs**

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

  There are no limitations posed with regard to the number of employees involved in a single project. Furthermore, both new and existing personnel shall be eligible for funding. **A minimum of 30% of the project value must be dedicated to research hours**.

  Management costs are limited to **10% of the project value**.

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 following formula:

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

Eligible salaries are pinned to the hourly rates in the Table below (including National Insurance and other contributions) and personnel limits per project:

Role in Project	Hourly rates 2027	Hourly rates 2028	Hourly Rates 2029	Limits per project (persons)
	max	*max*	*max*	
Manager	Up to €63.82/hour	Up to €67.01/hour	Up to €70.36/hour	Max 2 per project
Senior Researcher[13], IP executive or equivalent	Up to €44.98/hour	Up to €47.23/hour	Up to €49.59/hour	Max 2 per project
Researcher[14], IP officer or equivalent	Up to €32.22/hour	Up to €33.83/hour	Up to €35.52/hour	No Limits
Operational, technician, research support assistant or equivalent	Up to €17.67/hour	Up to €18.55/hour	Up to €19.48/hour	No Limits

The rates stated in the table above are for the years 2027-2029. For subsequent years a 5% increase per year is allowed. Provided that whereas the Table above specifies maximum hourly rates, the Beneficiary shall ensure that the hourly rate of remuneration payable shall not, at any

[13] *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.*

[14] *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.* ***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.'***

time, be less than the applicable minimum wage as established by Maltese law, including any applicable Wage Regulation Orders issued under the Employment and Industrial Relations Act (Chapter 452 of the Laws or Malta) or national minimum wage standards, as may be amended from time to time. The Beneficiary undertakes to adjust hourly rates of remuneration accordingly to ensure continued compliance with any changes in the statutory minimum wage. Beyond 2028, the maximum hourly rates applied during the project shall not exceed those presented in the above table.

Personnel in salary brackets that are higher than those noted above will still only be reimbursed at the rates of the eligible brackets above, depending on their role in the project.

The hourly rates will have to be noted in the application along with the number of hours on the project per individual (Please note that the maximum number of reimbursable hours per individual personnel through the project is ***1720 per year***).

In the case of existing personnel, the individuals shall be identified by name in the Application Form and the Detailed Budget Breakdown Form, and their respective CVs shall be submitted with the application. Where personnel are yet to be recruited, the relevant role shall be clearly identified as such in the Detailed Budget Breakdown Form. The CV of the individual subsequently recruited shall be submitted to the Managing Agency following their engagement and prior to the related personnel costs being claimed.

Students can be engaged on the project and paid an annual stipend of €6,000 when reading for a full-time master's degree, or an annual stipend of €8,000 when reading for a full-time Doctoral degree. In the case of a part-time Post-graduate degree, the respective stipend will be calculated pro-rata and at the discretion of the Managing Agency. Students must be engaged through a Maltese registered academic entity.

Note that for every engaged student, 1 full-time equivalent researcher must be employed by the entity or consortium.

Completed time sheets are to be retained for all personnel (including students), as proof of the 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 since this evidence may be required by the auditors.

With respect to the following eligible direct costs, kindly make sure that detailed information and specifications are provided for individual line items.

- **Instruments and Specialised equipment:** Purchasing and leasing of instruments and specialised equipment including software.

  For an individual item of equipment or instrument over €15,000, specifications and justification should be provided in the application form to describe the planned project utilisation of such instrument/equipment in relation to its performance characteristics. If a specialised Laptop or PC is going to be purchased, kindly specify its usage and specifications.

- **Consumables:** The overall value of consumables under these Rules for Participation cannot exceed 30% of the project value. Proposals with consumables exceeding 30% of the project value need to request a pre-agreed deviation at application stage.

  Specialised equipment and consumables collectively, cannot exceed 50% of the project value.

- **Overheads (also known as indirect costs) and other Operating Expenses:** Such costs will be covered at 20% of the direct eligible costs, for all line items being requested. This also includes other operational expenses which are directly related to the project.

10.1 Ineligible Costs

The non-exhaustive list below demonstrates examples of ineligible costs:

- × Expenses related to loans, interest, etc
- × Any subcontracted activities.
- × Recoverable value added tax (VAT)
- × 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
- Routine operational and recurrent costs associated with the normal activities of the Agricultural Partner which would have been incurred irrespective of the implementation of the Project.
- Costs associated with the purchase of land or immovable property, notwithstanding the eligibility of Agricultural Land Use Costs within the limits and conditions established under these Rules
- Equipment, machinery, software or other assets which are not sufficiently justified in relation to the role and approved Project activities of the Primary Agricultural Producer or Farmers' Cooperative active in the primary production of agricultural products and eligible under Option A2.
- Consumables, materials or agricultural inputs intended primarily for ordinary production or commercial activity rather than for the approved research, testing, validation or demonstration activities
- Costs relating to the commercial production, routine cultivation or sale of agricultural products, except where such activities are demonstrably necessary and directly attributable to the approved research or validation activities
- Aid or expenditure whose amount is determined on the basis of the price or quantity of agricultural products put on the market
- Standard office equipment/ stationery
- Organising conferences or business lunches
- Personnel hours for travelling
- Employee Overtime
- Patent renewal/maintenance fees
- Scientific Publication costs
- Applying for or registering relevant Intellectual Property (e.g. patents for inventions, trademarks, copyrights, or design rights as applicable)

- Any costs related to the submission of the End of Project Audited Financial Report.
- Any costs incurred for the shipping, transport and handling of equipment/consumables purchased.

Kindly note that this is a non-exhaustive list, and any line items not seen to be compliant with the nature of the WISE Research Programme, will not be considered as eligible costs and will be subtracted from the grant requested.

In the event a cost which is not clearly ineligible/eligible is to be proposed, kindly contact the Managing Agency for clarification. Any clarification is to be performed at least 2 working days prior to the submission deadline.

10.2 Aid Intensity

The Programme's financial contribution to a Partner applying for ***de minimis*** **aid is up to a maximum of 75% of eligible costs incurred by that Partner.** Therefore, said Partner must contribute the remaining percentage to the Project. It is not possible for a Partner to cover the remaining contribution 'in-kind'.

10.3 Collaborators

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

Should a letter of intent be absent for a specific collaborator, that collaborator will not be considered at evaluation stage. Moreover, the respective letter of intent should be composed within the last three months before the deadline of the application.

11 Double Funding

Funding under this Programme is made available on the basis that none of the project partners would have 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 Beneficiary 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 the Managing Agency 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.

12 Evaluation

Project applications will be evaluated through a three-step process. Primarily, projects will undergo an administrative compliance evaluation. At this stage, if any errors are noted, these will either be considered as a major deviation or minor deviation (kindly refer to Section 7.1 for further guidance).

If successful, projects will be forwarded to external evaluators for External Evaluation. The highest ranked proposal from each Priority Area will be awarded. Subject to the availability of funds, the remaining projects will form a ranking list irrespective of the area and Xjenza Malta will award according to this list until the funds are consumed. Proposals which are determined to be outside the scope of the Priority Areas detailed in Section 2.1, according to the consensus of the three external evaluators, will automatically fail technical evaluation.

The Managing Agency may undertake a Due Diligence exercise through its contractors for the purpose of administrative compliance. Further assurances and documentation, such as bank guarantees, may be required at the discretion of the Managing Agency. In the event that the Due Diligence assessment established a high exposure risk to the Managing Agency, the application will be rejected or further assurances may be requested from the applicant for the application to remain under consideration.

For a project to be successful it must pass from all three-steps.

Changes to the submitted proposal are not allowed prior to the Grant Agreement, unless requested and/or approved by the Managing Agency.

12.1 Evaluation Criteria

Failure to achieve a minimum of **65%** pass from External Evaluation will lead to rejection of the proposal.

External Evaluators will be evaluating applications on the following criteria:

Scientific Excellence (30 marks): Threshold: 20 marks

Kindly refer to Section 5.1 of the application form.

Impact (40 marks): Threshold 25 marks

Kindly refer to Section 5.2 of the application form.

Implementation (30 marks): Threshold 20 marks

- ✓ **Are the Consortium's expertise, capacity, personnel and collaborations appropriate and sufficiently defined to deliver the project?** Consider whether the Consortium collectively possesses the scientific, technical, agricultural, operational and project-management expertise and capacity required to undertake the proposed project; whether the relevant expertise, skills, competencies and experience of each Partner and key personnel are clearly identified and appropriately aligned with the planned activities; and whether the roles and contributions of collaborators are clearly defined and appropriately integrated into the project.

- ✓ **Are the roles of the Partners clear, necessary and complementary?** Clearly define the responsibilities and contribution of each Consortium Partner and explain why their participation is necessary for the successful implementation of the project.

- ✓ **Are the requested costs necessary and relevant to the project?** Demonstrate that the funding requested by each Partner is directly linked to its approved role, responsibilities and activities within the project and is necessary for achieving the proposed objectives and outputs.

  Applicants are encouraged to clearly establish the relationship between Activity, Partner, Required Cost and Relevant Output

- ✓ **What is the potential for uptake and wider use of the project results?** Explain how the principal project results are expected to be used, maintained, further developed, adopted, replicated and/or otherwise taken forward following completion of the project.

  Applicants should identify the intended users of the results and, where applicable, consider their potential application beyond the immediate project setting.

  The proposal should identify relevant conditions or barriers affecting future use, including, where appropriate, affordability, operating and maintenance requirements, technical capacity, infrastructure, further research or validation requirements, regulatory considerations and additional investment.

- ✓ **What additional value will the proposed funding generate?** Explain what additional research, development, validation and/or impact will be enabled through the funding requested under this Programme.

- ✓ **Are project risks and dependencies adequately managed?** Identify the principal scientific, technical, agricultural, environmental, operational and administrative risks and dependencies that could affect successful implementation or the reliability of the project results. Mitigations and appropriate contingency measures, where adequate, should be presented.

- ✓ **Does the Research and Impact Landing Roadmap provide a clear and measurable framework for tracking the project's progress and expected results?**
  Consider whether the proposed results and outputs are clearly defined; whether the baseline, targets and KPIs are appropriate and measurable; whether the proposed measurement methods and verification sources are suitable; and whether the expected outcomes and longer-term impacts are logically connected to the planned results.

- ✓ **Is the project work plan coherent, appropriately structured and sufficiently detailed to support effective implementation and demonstrate meaningful progress?**

  Consider whether the Work Packages and activities are logically structured and sequenced, with clear purposes, tasks, outputs and timing, and whether the

project timeline and Gantt chart provide a realistic schedule for their completion. Are the deliverables and milestones are appropriately defined, timed and linked to the relevant Work Packages and activities? Consider whether deliverables are tangible and project-specific, with clear weighting and success criteria; and whether milestones represent meaningful technical or scientific achievements, decision points or stages of progress, supported by appropriate means of verification.

Other considerations:

If 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.

12.2 Quality Approved Process

Should a proposal score **more than 80 marks** yet not be granted due to funds being consumed by higher ranked proposals, the proposal will receive a **"Quality Proposal Acknowledgment" (QPA)**. Using the QPA, the Managing Agency 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.

The Managing Agency 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.) continue as regular. Should the 3-month window elapse, the project will not be successful and will not be granted funding. Should multiple proposals be provided with a QPA and insufficient funds provided to grant all QPA projects, the Managing Agency 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.

13 Post Selection Process

13.1 The Grant Agreement

Following the successful evaluation of the application, the beneficiary and any consortium partners will be invited to sign a Grant Agreement establishing the terms and conditions governing the financing of the project. The Grant Agreement will include the original project proposal as an annex. 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, as well as any relevant legal agreements, shall constitute an integral part of the Grant Agreement as will the applicable Rules for Participation.

Hard copies of the Grant Agreement must be signed by the beneficiary and any consortium partners (if applicable) and delivered to the Managing Agency within fifteen (15) days from the date of receipt by the first Partner. The Project Contact Point should ensure that the respective legal representative/s are available to provide their signature during this 15-day timeframe. 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 on the project. This may be used, in-part or in-whole, by the Managing Agency and RAM 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 as stipulated in the Grant Agreement.

Xjenza Malta will endeavour to transfer the first tranche of funding to the project account held by the Lead Beneficiary as soon as possible after the Agreement Date, as described in the Grant Agreement.

Between the Agreement Date and the Start Date, the Beneficiary/ies 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 human resource calls
- ✓ opening a bank account for the depositing of the first tranche [refer to Section 14.4]

14 Funding, Management and Progress Monitoring

14.1 Allocation and Disbursement of Funding

The total financial contribution by the Managing Agency over the lifetime of the project shall not exceed the funding limit as established in the Grant Agreement, irrespective of actual expenditure.

Funding will be allocated according to the following schedule:

Tranche	Percentage (%)
Pre-Financing	50%
Interim Tranche	30%
Retention	20%

- At the beginning of the project, the Managing Agency will provide the 50% pre-financing to the Lead Beneficiary. This will include both direct and indirect costs.
- At the end of the first half of the project, all project beneficiaries are required to present an Interim Financial Report. The lead beneficiary (i.e. the RKDO) is also required to submit an updated Research and Impact Landing Roadmap and an Interim Technical Report. All reports must be approved by the Managing Agency before proceeding with any disbursements. Once proved to be satisfactory, the Managing Agency will provide the 30% interim financing to the lead beneficiary, provided a substantial amount of the pre-financing tranche has been used.

- The remaining 20% of the grant value shall be retained and disbursed to the Lead Beneficiary following the successful completion of the project, subject to all deliverables being deemed complete and satisfactory by the Managing Agency, and following the presentation and acceptance of the Final Technical Report and the Final Audited Financial Report. An Audited Financial Report is to be presented by all partners in the Consortium, while the Final technical Report including the updated Research and Impact Landing Roadmap is only required from the Lead Beneficiary.

The Managing Agency reserves the right to alter the retention percentage in order to limit exposed risk, following a due diligence evaluation. Underspends are retrieved by the Managing Agency following the Final financial audited report. These are reduced from the retention amount though the Managing Agency reserves the right to request the return of additional funding that goes unspent. In the case of overpayment, the Beneficiary/ies will be required to refund the under-spent amount to Xjenza Malta within a specific timeframe, or as agreed to with the Managing Agency itself.

14.2 Reporting & Audit

The Principal Investigator shall set a schedule for periodic progress meetings with the Managing Agency. During such meetings, the Beneficiary should verbally update the Managing Agency on progress via presentation, as indicated in Section 9.3.1.

Financial reports need to be submitted by every partner in the consortium. Technical Reports are to be submitted solely by the applicant requesting funding under Option B of these Rules for Participation (i.e. the RKDO/Lead Beneficiary). Both Technical and Financial Reports should follow the template provided by the Managing Agency in the Grant Agreement.

All reports must be approved by the Managing Agency before proceeding with the issuing of the retention tranche.

The Interim Financial Reports submitted should contain details of actual expenditure over the first half of the project compared with the originally submitted budgeted expenditure as well as an updated forecast of projected expenditure for the remaining half of the project.

The Interim Technical Report should detail the activities and achievements completed during the reporting period, measured against the original application and any annexes in the Grant Agreement defining the beneficiary's tasks and deliverables as well as an updated forecast of project activity and projected achievements for the remaining half of the project.

The Final Technical Report should provide the same comparison for the entire project period.

The Audited Final Financial Reports should include details of actual expenditure over the whole reporting period. All Audited Final Financial Reports are to be conducted by an appointed certified auditor, where the auditor is responsible for the financial audit and approved by the Managing Agency once submitted.

All financial reports must be signed by the person responsible for the financial management and assembled as per the instructions in the Grant Agreement.

The Managing Agency reserves the right to appoint an auditor to audit the Project Financial Audit as submitted. This audit should determine the total eligible costs, and it should be conducted to align with the Audit Checklist provided by the Managing Agency.

The End of Project Audited Financial Reports must contain a detailed account of the actual expenditure disbursed for the entirety of project, including but not limited to:

1. Accounts
2. Physical Inventory (Provided using the Inventory Checklist template)
3. Timesheets and Payslips/employee contracts
4. Receipts for all equipment and consumables
5. Bank statements for the Project Account
6. Proof of land-use

The End of Project Audited Financial Reports shall be submitted up to eight (8) weeks from the stipulated end of project date.

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.

The Project beneficiary/ies must comply with the mandatory reporting requirements and activities as outlined in the Call text.

14.3 Transfers of Funds

Applicants should note that:

- 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:

  i. the limits mentioned in the Rules of Participation in Section 9 are adhered to

  ii. expenses are exclusively used throughout the project lifetime to the sole benefit of the project

  iii. requested costs should be eligible as per Rules of Participation

- Should transfers of project funds between line items are **cumulatively greater than 20% of the grant value of the respective partner, these will be considered as significant alterations to the proposal and <u>will not be eligible</u>.**

Kindly note that with respect to transfer of project funds, these should be reflected in the project progress meetings and in the Project Financial Reports (both the interim and the audited final financial reports).

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

- Transfers between different budget categories will always contribute to the 20% limit.

- Each **manager** will be considered as its own line item (transfers between managers will contribute to the 20% limit).

- **Research personnel** will be considered a single line item (transfers between research personnel will not contribute to the 20% limit).

- **Equipment** under €5,000 will be considered a single line item (transfers between equipment (under €5,000) will not contribute to the 20% limit). However, each piece of equipment over €5,000 will be considered their own line items (transfers between equipment (over €5,000) will contribute to the 20% limit).

- **Consumables** of under €5,000 will be considered a single line item (transfers between consumables (under €5,000) will not contribute to the 20% limit). However, consumables over €5,000 will be considered their own line items (transfers between consumables (over €5,000) will 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.

Should equipment originally proposed to be over €5,000 get reduced to less than €5,000 over the course of the project, it will still be considered as an individual line item. Should an item of equipment originally proposed to be less than €5,000, be increased to over €5,000 over the course of the project, this will alter to an individual line item.

Transfers between Project Partners are NOT allowed.

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 consumables (over €5,000)	Transfers between consumables (under €5,000)
	Transfers between travel activities

14.4 Accountability

As a condition, the beneficiary/ies shall open a dedicated project bank account with a banking institution of repute, in the name of the Beneficiary, designated by the Project Grant Agreement Number, denominated in Euro. Grant payments by the Managing Agency, as well as any co-financing from Beneficiaries, shall be deposited into the Project Account. The Beneficiary shall only use this account for the payment of expenses incurred in connection with the Project, provided such expenses are authorised and allowed in terms of these Rules and the Grant Agreement. The Beneficiary shall not encumber the Project Account in any way whatsoever, and without limitation to the generality of the foregoing, the Grant shall not be made subject to any hypothec, pledge or any other form of security guarantee. Without prejudice to the generality of the foregoing provision, the following shall apply:

"The Managing Agency reserves the right to grant permission, in writing, to one or more Beneficiaries, to waive the obligations of said Beneficiary/s mentioned in Section 7. Provided that where the Managing Agency provides its written permission to one or more of the Beneficiaries to proceed without the opening of a Project Account, the Beneficiary/ies are to ensure that all Project transactions bear appropriate analysis codes to enable the clear distinction between Project transactions and other operational transactions. The Managing Agency reserves the right to order the refunding of any disbursed funds that have not been accounted for in this manner."

The Managing Agency reserves the right to order the refunding of any disbursed funds that have not been accounted for in the above manner. The Lead Beneficiary's Project Account, or bank account is to be used in accordance to this Article's provisions, is stated in the Grant Agreement.

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

14.5 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> financed by Xjenza Malta through a collaboration with Riżorsi Agrikoli Malta, through the 'R&I Thematic Programmes: WISE Research Programme'.

This acknowledgement will need to be included on any dissemination material submitted to the Managing Agency 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 WISE Research Programme, Xjenza Malta and RAM, the Beneficiary 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 entity or consortium. In the case where such publicity does not mention the WISE Research Programme, Xjenza Malta and RAM, associated costs will be considered ineligible.

The Managing 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 Managing Agency.

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

15 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.

The Managing Agency shall acknowledge receipt of the said notification 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 the Managing Agency to constitute material non-compliance on the part of the Beneficiary and the Managing Agency may, thereafter, take such action as is necessary in terms of the Grant Agreement, and in consequence of such non-compliance.

If, during the course of the project, a Partner withdraws from the Consortium, the Lead Partner shall immediately notify the Unit Director in writing. Xjenza Malta shall assess the impact of the withdrawal on the project and may, at its discretion, issue any directives deemed necessary, including the reallocation of tasks among the remaining Partners or the replacement of the withdrawing Partner. Xjenza Malta reserves the right to reassess the project in its entirety to determine whether it can continue to be implemented in accordance with its approved objectives, scope and requirements.

15.1 Default

Where the implementation of a project becomes impossible or implementation is not completed, the Managing 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 one of the Partners, the Managing Agency may issue a written notice to the Lead Partner outlining the default, the corrective action to be taken and granting a rectification period of one month. The Managing Agency may also issue a second written notice of default granting a rectification period in respect of the same default. Refer to Section 5.1 for further details.

16 Interpretation of Rules

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, the Managing Agency 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 Managing Agency.

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