

PRIMA Training and Mobility Award (PTMA)

National Rules for Participation – State Aid



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1.0 Introduction

The Malta Council for Science and Technology (MCST) is receiving proposals under the PRIMA Training and Mobility Award (PTMA). It focusses on research and innovation (R&I) activities supporting the [Partnership for Research and Innovation in the Mediterranean Area \(PRIMA\)](#). PRIMA is an initiative launched by 19 Euro-Mediterranean Countries, including 11 EU States (Croatia, Cyprus, France, Germany, Greece, Italy, Luxembourg, Malta, Portugal, Slovenia and Spain) and 8 non-EU Countries (Algeria, Egypt, Israel, Jordan, Lebanon, Morocco, Tunisia and Turkey) to participate in an EU joint programme funding R&I projects in the field of **Water Management, Farming Systems, and Agri-Food Value Chain**.

PTMA will support opportunities for collaborative initiatives between **Malta-based** eligible undertakings (*vide* Section 2) and at least one **foreign** counterpart of proven track record of excellence that is eligible for funding under the respective PRIMA Participating State (PS) funding organization's national rules. Applicants shall be required to demonstrate that the scope of the proposed action is to develop effective cross-border collaborations, undertake research activities and/or training activities in the thematic areas of PRIMA, leading to the submission of a proposal to any PRIMA-related Call.

PTMA activities that will be funded should promote internationalisation through at least one of the following:

- In-person short training and/or placements for local researchers in foreign entities for the purposes of fostering human capacity building and furthering R&I collaboration.
- The arrangement of strategic and targeted visits by local applicants to foreign entities in PRIMA-PS in order to share best practices and/or participate in R&I activities of an exploratory and developmental nature.
- The organisation of knowledge-transfer and/or seminars or workshops **held** in Malta, on specific PRIMA R&I thematic areas that would benefit from the participation of foreign experts.

2.0 Definitions

- **Applicant** means any representative of a local entity that is eligible for participation in a Project in terms of these National Rules for Participation and who applies for funding under this joint initiative.
- **Arm's length** means that the conditions of the transaction between the contracting parties do not differ from those which would be stipulated between independent enterprises and contain no element of collusion. Any transaction that results from an open, transparent and non-discriminatory procedure is

considered as meeting the arm's length principle. Having family ties or a personal relationship between the service provider and the applicant will lead to a breach of the arm's length principle.

- **Council** refers to the Malta Council for Science and Technology.
- **Eligible Undertakings** refers to undertakings planning to carry out Fundamental Research, 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;
 - ii. be duly registered as a co-operative society under the Co-Operative Societies Act,
 - iii. professional body;
 - iv. NGOs;
 - v. Non-profit making entities (including Foundations).

'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).

'Non-profit making' is an entity where (a) the statute of the entity contains an express exclusion of the purpose to make profits; and (b) there is express provision in the statute defining the purposes of the entity which do not include the promotion of private interests, other than a private interest which is a social purpose; and (c) no part of the income, capital or property is 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 paragraph (c) shall not apply provided 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** means the date when the project/activity period, having commenced on the Start Date, expires. The **Project Period** is the time required to execute the project/activity as indicated in the Grant Agreement.
- **Letter of Support** is a document where the entity listed as partner in the project/activity is showing their commitment in supporting the project/activity including (if applicable) the confirmation of additional funding.
- **Operating base in Malta** means if the legal entity:
 - a) 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
 - b) employs at least one person that is based in Malta and is liable to pay income tax in Malta.
- **Partner** is defined as a partner in a consortium of a funded transnational project and as a foreign partnering entity that would have signed a letter of support to be involved in a proposed joint activity/project as part of this Call.
- **Project Coordinator** is one of the beneficiaries of a project consortium that is appointed as the single point of contact between the PRIMA Secretariat and/or the funding bodies (e.g., MCST) and the consortium partners from proposal submission to project end. The Coordinator will have the responsibility of ensuring that all the partners involved in the consortium are eligible and supervises the project workflow with the help of WP leaders. Additionally, the Coordinator will be required to submit the project application on behalf of the consortium and must also compile and submit reports / deliverables to the funding bodies which in turn will relay these documents to the Lead Agency.
- **Research and Development** is defined as the systematic investigation, work or research carried out in any field of science or technology through experiment, theoretical work or analysis undertaken 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.

- **Retention Money** is a percentage of the total Award that the Council disburses only upon successful completion of the proposed project/activities, following any necessary verifications and audits.
- **Single Undertaking** The term includes 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. Page 10 of 45 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 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** means the date which is stated in the Grant Agreement as the official start of the project/activity.
- **Undertaking** covers any entity engaged in an economic activity within the meaning of Article 107 TFEU, regardless of its legal status and the way in which it is financed.

3.0 Eligibility Criteria

Any Eligible Undertaking, with an operating base in Malta, as defined in Section 2, may apply and will be eligible for funding subject to the terms and conditions laid out in this document.

Applicants who have other funded projects with the Council and are in default, and/or have gone beyond the timelines of the project, are not eligible to participate. Any application submitted by or including the participation of any legal person or legal entity having, in totality or in majority ownership, the same shareholders, partners or persons holding and/or exercising a controlling power in any other legal entity

which will have been at any time prior to such application declared as non-compliant or defaulting on any other contract or agreement entered into with the Council, shall be automatically declared as inadmissible.

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

Eligible Applicants are to partner up with foreign entities established in PRIMA Participating States, and which have a proven track-record of excellence and experience in the R&I field. Proposed activities should (i) relate to the PRIMA thematic areas, (ii) contribute towards the goals of the [PRIMA Strategic Research and Innovation Agenda \(SRIA\)](#), and (iii) have the potential to become self-sustaining or generate longer-term outcomes.

Moreover, eligible Applicants are to:

- i. Submit a pre- / full proposal to any PRIMA-related Call for funding in 2025 or 2026.
- ii. The pre- / full proposal needs to meet the eligibility criteria of PRIMA-related Call for funding and of the National Rules associated with them.
- iii. Any verifications and/or audits are concluded.

4.0 Budgeting and Financing

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

Applicants may request up to a maximum budget of **€8,000**. Funding for a successful proposed submission will be based on a cash advance of 70% and will be regulated through a contractual agreement establishing the terms and conditions governing the financing of the project. The re-imburement of the remaining 30% of the requested amount (i.e., the Retention Money) will take place upon successful completion of the proposed activities, *vide* Section 3.

Participants will be funded if the amount they request falls within the allowable quota for aid under the *de minimis* regime. Article 3(2) of the *de minimis* Regulation stipulates that a single undertaking cannot receive more than €300,000 in *de minimis* aid over 3 years, including *de minimis* aid from schemes offered

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

No support may be provided to undertakings engaged in activities specifically excluded under the applicable State Aid regulations (*vide* Section 8).

4.1 Eligible costs

- Flights for travel related to the project (the total amount for each flight should be estimated as costing no more than €1,000 for EU countries and €2,000 for non-EU countries and should be an economy class ticket).
- Travel insurance (obligatory with all flights funded under this Call).
- Subsistence allowance (inclusive of accommodation) - when subsistence costs are calculated the local entity's pre-approved subsistence allowances should be used. If this is not available, official [per diem rates](#) established by the Ministry of Finance could be used for guidance.
- Conference Registrations attended abroad and related to the project (up to €2,000).
- Catering and up to two hosted meals per day (strictly in relation to meetings, workshops and seminars hosted by the Applicant in Malta).
- Information and promotional material (essential for the effectiveness and success of the collaboration).
- Media Articles and outreach related to the project (up to €1,500).
- Other expenses – Details of such costs shall need to be provided in the application form and must be approved beforehand by the Council. These should not fall under ineligible costs.

Award holders will be responsible for arranging all relevant activities including, but not limited to, travel plans, accommodation, logistics planning, insurance coverage for any participant travel, etc. Furthermore, any supplementary or match-funding from the foreign partner is allowed and encouraged, as long as it does not finance the same activities that will be funded through this Call. Proposals including such supplementary or match funding from partner institutions will be prioritised.

4.2 Ineligible costs

- Consumables and equipment.

- Internal invoices issued by the Award holders (i.e., to hire their own venue).
- Expenses related to loans, interests and recoverable value added tax.
- Expenses related to travel and subsistence for the international partners.

Additional Provisions

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

- Any expenses incurred during the project must be consistent with the principles of economy, efficiency, and effectiveness.
- Commercial transactions between any applicants or consortium partners, or between any applicants or a consortium partner and a company with similar shareholding to a consortium partner, is not allowed. All transactions need to be carried out in line with the arm's length principle outlined in Section 2.

5.0 Submission of Application Form

Interested Applicants are to submit electronically their complete application forms to the Council at prima.mcst@gov.mt with “PTMA - Application 2024” as subject heading by no later than **5th of September 2024 (23:59 CET)**.

The application forms must be dated and signed by the legal representative of the Eligible Undertaking. Late or incomplete applications will not be considered.

PTMA complete application forms need to include:

- The “PRIMA Training and Mobility Award – 2024 Application Form” available on the [Council's website](#) and associated with this Call.
- Letters of Support from all partner institutions, confirming any matching or additional funding.
- *Curriculum Vitae* of Project Coordinator/s from local and partner institution/s.
- *De minimis* declaration form
- Other supporting documents related to the project/activity e.g., agenda of event, proposed activities, training etc.

It is the responsibility of the Applicant to ensure the timely and correct delivery and receipt of the application form to MCST. It should be noted that emails larger than **20MB** will be automatically rejected by the mail system. The Applicant may make use of cloud storage.

6.0 Selection Process and Evaluation

Applications will be assessed by a selection panel set up by the Council against the following criteria:

➤ **Quality of Project/Activity:**

- Proposals will be evaluated on the quality of the collaboration activities with the foreign partners. Activities must either be, or be supportive of, high quality international Research & Innovation with the potential to yield mutually beneficial results and demonstrate innovation and interdisciplinary in the selected field of interest. The involvement of early career researchers (i.e., at Master's or PhD level) in the implementation of the internationalisation activities will be considered an advantage.

➤ **Strength of Partnership and Leadership:**

- Projects/activities must be led by recognised experts with a demonstrated track record in research and innovation and good leadership ability. Evidence of past collaborative work between the partnering institutions, for example, joint projects or publications, and any other relevant past achievements will be considered a testament to the strength of the partnership.
- New partnerships between local and foreign entities in the interest of furthering R&I collaboration are also encouraged with the aim of fostering closer ties between local and international institutions. A convincing case should be made for the benefits of the partnership(s).

➤ **Outcomes and Sustainability:**

- Proposed activities must have significant potential outcomes, including, for example, joint publications, subsequent grant bids, development of innovative products, etc., and will build longer term international relationships based on a genuine commitment by the partners to invest in a sustained successful partnership. Evidence of the potential to attract or generate external funding will be considered an asset.

Priority will be given to well-defined proposals which demonstrates increased odds of success for securing third party-funding or which demonstrate a clear benefit to enhancing the international dimension of local Research & Innovation activity.

7.0 Post-selection Phase and Award Duration

Upon successful completion of the evaluation stage, it may be necessary for the Council to negotiate the amount of the awarded funds requested in the application form. The Council retains the right to provide funds of a different sum should the amount in the ‘breakdown of costs’ appears to have been overestimated. The Council reserves the right not to proceed with signing of the Grant Agreement if it results that doing so would be too high an exposure risk to the Council.

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

The deadline for completion of the projects/activities funded through this Award is **one (1) year** from the Start Date of the Grant Agreement, although projects may be completed at any point within the one (1) year time frame. **Request for extension of the award will not be considered.** Any activities/deliverables related to the award must take place between the Start and End Dates stipulated in the Grant Agreement.

All financial invoices/receipts should be dated through the lifetime of the project. Payments done outside the lifetime of the project will not be accepted. Upon completion of the activities/projects, the successful Applicant is to submit a **final report within thirty (30) days** according to a standard template developed by the Council. The final report will need to be accompanied by all relevant documentation, including receipts demonstrating how the awarded funds were spent. The Council retains the right to take any necessary legal action should such reporting not be submitted, to audit the financial documentation and to request further proof of expenditure of the awarded funds. Should there be a significant discrepancy between the awarded funds disbursed by the Council and the amount spent by the Applicant (as substantiated through receipts or other financial documentation), the Council retains the right to request a reimbursement of the unspent funds.

Any communication, notice or report shall quote the Agreement number in the subject or title.

Successful applicants will be required to regularly inform the Council of any direct or indirect outputs resulting from this award during and beyond the lifetime of the award.

The Retention Money will only be disbursed to the successful Applicant once the final report is submitted, and all criteria for re-imburement (*vide* Section 3) have been satisfied.

7.1 Referencing and Acknowledgements

Reference to the awarded funds should be made on any publication, marketing or PR material that is generated in relation to the project or activity undertaken.

The following acknowledgment should be included:

‘Project <Project Name> financed by the Malta Council for Science and Technology through the PRIMA Training and Mobility Award’.

In the case where dissemination material is published without a mention of PTMA and the Council, the beneficiary shall be obliged to publish a correction at its own expense in the subsequent issue of the publication. If PTMA and the Council are not appropriately acknowledged, any associated costs will be deemed ineligible.

8.0 Deviations

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 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, these will be considered as significant alterations to the proposal and will not be eligible.

Kindly note that with respect to transfer of project funds, these should be reflected in the final report. Applicants are reminded of the importance of retaining all documents proving expenditure of the awarded funds for submission with the final report.

If the implementation of a project becomes impossible, the Council shall be entitled to take any action it deems necessary, including, but not limited to, the withdrawal of funding for the project and the collection of refunds of money already paid out. A similar course of action may be followed if a project is in default as a result of not meeting one or more of its obligations. In such cases, the Council will provide a notice indicating a rectification period of one (1) month.

9.0 State aid

This Call is being implemented in line with the terms and conditions of Commission Regulation EU 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (OJ L, 2023/2831, 15.12.2023) (herein referred to as *de minimis* Regulation (link below)).

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

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

Undertakings in all sectors may be eligible for assistance under these National Rules for Participation, with the exception of the following, as per Article 1 of the *de minimis* Regulation:

- i. Aid granted to undertakings active in the primary production of fishery and aquaculture products.
- ii. Aid granted to undertakings active in the processing and marketing of fishery and aquaculture products, where the amount of the aid is fixed on the basis of price or quantity of products purchased or put on the market.
- iii. Aid granted to undertakings active in the primary production of agricultural products.
- iv. Aid granted to undertakings active in the processing and marketing of agricultural products, in one of the following cases:

- a) Where the amount of the aid is fixed on the basis of the price or quantity of such products purchased from primary producers or put on the market by the undertakings concerned;
- b) Where the aid is conditional on being partly or entirely passed on to primary producers.
- v. Aid granted to export-related activities towards third countries or Member States, namely aid directly linked to the quantities exported, the establishment and operation of a distribution network or other current expenditure linked to the export activity.
- vi. Aid contingent upon the use of domestic good and services over imported goods and services.

Where an undertaking is active in the sectors referred to in points (i), (ii), (iii) or (iv) above, and is also active in one or more of the other sectors falling within the scope of the *de minimis* Regulation or has other activities falling within the scope of the *de minimis* Regulation, the *de minimis* Regulation shall apply to aid granted in respect of the latter sectors or activities, provided that the Council ensures, by relying on appropriate means such as separation of activities or separation of accounts, that the activities in the sectors excluded from the scope of this Regulation do not benefit from the *de minimis* aid granted in accordance with this Regulation.

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

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

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

MCST shall retain the following records:

- 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').

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

10.0 Interpretation of the Rules

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

11.0 Confidentiality of Submissions

Unless otherwise indicated, all application submissions shall be treated in strict confidence.

The data collected by the Council via the application for the aid and its subsequent processing by the Council to evaluate data subject's request for aid under this Call is in line with:

- i. The National Rules for Participation.
- ii. COMMISSION REGULATION (EU) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (the *de minimis* Regulation).
- iii. Data Protection Act, Chapter 586 of the Laws of Malta and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- iv. The legitimate basis to process personal data submitted by the data subject by virtue of his/her written application for aid is Regulation 6 (1)(b) of the General Data Protection Regulation ("GDPR"), as 'processing is necessary in order to take steps at the request of the data subject prior to entering into a contract'.

12.0 Further Information and Correspondence

For further information on the PRIMA Training and Mobility Award (PTMA), kindly contact Dr Annalisa Cartabia as per details below:

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