**Post-Doctoral Fellowship**

***Grant Agreement***

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| **Name of Beneficiary:** | University of Malta (hereinafter the “University”) |
| **Name of Post-Doctoral Fellow/s (*only applicable for Category 1 applications*)** | (hereinafter the “Fellow”) |
| **Name of Lead UM Academic** |  |
| **Name of Economic Operator/s** |  |
| **Name of Research & Innovation Project:** |  |

1. The University hereby declares that the information being submitted with regards to the application is correct.
2. The University also confirms that:

* the costs that are being claimed through the grant shall not be claimed or recovered in any way from other sources;
* there are no pending applications requesting assistance (financial or fiscal) in relation to the cost items listed in this application; and
* it has not undergone any disciplinary proceedings for the misuse of funds awarded through other competitions/projects.

1. The Ministry for Education, Sport, Youth, Research and Innovation (hereinafter referred to as “MEYR”) shall provide the University financial support for the Research & Innovation Project (hereinafter referred to as the “Project”) as approved by the Eligibility and Evaluation Board (hereinafter referred to as the “Board”) and in compliance with the Post-Doctoral Fellowship Scheme Guidelines and Regulations 2022.
2. The University shall ensure, through the Fellow’s Employment Contract, that the Fellow shall be responsible for the implementation of the Project.
3. The Representative(s) of the Economic Operator(s) and the Academic(s) involved in the Project shall be responsible to support the Fellow in the Project implementation.
4. The University and the Economic Operator(s) shall enter into a specific mutual agreement to cover terms relating to their respective rights and obligations in relation to the Project.
5. The University shall ensure, through the Fellow’s Employment Contract, that the Fellow will be required to work in close collaboration with the Representative(s) of the Economic Operator(s) and the Academic(s) involved in the project.
6. If the Project proposal includes an optional additional research component to be carried over a period of a year following the end of a two-year project, the Fellow(s), in agreement with Academic(s) and Representative(s) of the Economic Operator(s) involved in the Project, must submit a request in writing for funding for the additional year to the Board seven (7) months before the end of the two-year initial period. The Board shall inform the Fellow whether the request shall be accepted or not within 30 days of receipt of the written request. Should the additional year of funding be approved, this shall be subject to a Progress Report being submitted to the Board during the final month of the two-year period (including an expenditure report approved by the UM Project Support Office).
7. The Fellow shall be engaged on the Project for a maximum duration of two (2) years. Employment with the UM shall be subject to UM receiving funds from MEYR and the Fellow completing the project. Engagement may be extended by one (1) additional year, subject to the request for funding for a one-year extension to the Project being granted. Should the Project involve other Post-Doctoral Fellows, these shall be employed within three (3) months of the start of the Project. Therefore, the Project shall terminate not later than two (2) years after the date of employment of the last Fellow engaged on the Project, or not later than three (3) years after this date should a one-year extension be granted to the Project.

1. Should the Project be delayed, the Fellow may request an extension in writing to the Board in a timely manner (at least one (1) week prior to the respective deadline), providing justification for the request. It shall be up to the Board to accept or decline such a request.
2. The salary for each Fellow shall be paid by the University from the funds it receives from MEYR for the Post-Doctoral Fellowship, and each Fellow shall be able to procure Consumables, Equipment, and Specialised Services in line with the approved Project budget and in accordance with the normal UM procurement regulations.
3. The University shall ensure, through the Fellow’s Employment Contract, that the Fellow shall submit a Final Report within one month of the end of the Project. This shall include:

• A description of activities carried out through the Project;

• The deliverables, milestones and results achieved;

• A list of publications, patent applications, and dissemination events carried out;

• A financial report issued together with the UM Project Support Office;

• Any supporting documentation.

For Projects longer than twelve months, an Interim Progress Report (including the elements listed above for the Final Report) up to the end of the eleventh (11th) month shall be submitted to the Board. Funds for the remaining period of the Project shall be transferred by MEYR to the UM on satisfactory review by the Board of the Interim Progress Report, including the finances. Funds that have not been spent during the first year may be carried over to the following period. The reports shall be submitted using the Report Template Form provided by the Knowledge Transfer Office, and shall detail the progress against the proposed milestones. At the discretion of the Board, the Fellow may also be required to provide proof of expenditure incurred, which may consist of payslips, fiscal receipts, or other forms acceptable by the Board.

1. The University shall ensure, through the Fellow’s Employment Contract, that the Fellow/s undertake to complete the Project as stipulated in the application to the highest professional standards and will use all reasonable endeavours to ensure the accuracy and completion of the work performed, unless it is impossible to do so due to *force majeure* or extraordinary circumstances which are beyond the control of the Fellow/s. The Fellow/s shall report any default related to the Project in writing to the Rector or his delegate, who shall, in turn, take the necessary action required and/or instruct the Fellow as to how to remedy the default as soon as practicable, in liaison with the Knowledge Transfer Office and Project Support Office Teams.
2. The University shall ensure, through the Fellow’s Employment Contract, that the Fellow/s shall pass to MEYR copies of any relevant publications as well as any marketing, publicity and informational material developed as part of or in relation to the Project.
3. Spending during the Project shall be in accordance with the pre-approved budget. However, amendments to the budget that do not affect the basic purpose of the Project, where the financial impact is limited to a transfer between main budget headings of less than €3,000, may be affected in discussion with the Project Support Office at UM. Any other amendments to the pre-approved budget shall require the prior written approval of the Board.
4. The University shall ensure, through the Fellow’s Employment Contract, that the Fellow/s shall undertake to meet regularly the Representative/s of the Economic Operator/s and the Academic/s in order to discuss the progress of the Project. Such meetings shall take place at least once every three (3) months for the duration of the Project. Should there be issues inhibiting the progress of the Project, the Knowledge Transfer Office and Project Support Office is to be informed in writing by the Fellow/s. In such a case, the UM shall consult the Board to identify any necessary action which could, as *extrema ratio*, involve the termination of the Project and the reimbursement of any unspent funds.
5. The MEYR reserves the right to terminate this Agreement:

* should the University fail to implement the Project or to show adequate commitment to the implementation of the proposed plan; or
* should the University fail to honour this Agreement, including failure to submit the requested reports, or participate in audits requested as part of this Fellowship; or
* should it be ascertained that the Project progress is inhibited by abuse of funds by the Fellow/s.

In such case, the University shall reimburse all unspent funds within this Post-Doctoral Fellowship Scheme to the MEYR. Furthermore, the University may be required to reimburse, in part or in full, any relevant funds it would have already received:

* should the University (through a Project Support Representative) and the Fellow fail to attend meetings with the auditors or to provide them with requested documentation; or
* should anything claimed in this Agreement, in particular clause 2, turn out to be false; or
* should the funds received be used for purposes that are clearly outside the scope of the proposed plans without justification and without prior consent obtained in writing from the Board; or
* Should the University receive double funding through an alternative programme.

1. The University together with the Fellow and the Academic shall reasonably support the Board in promoting the success of the Post-Doctoral Fellowship Scheme through timely reporting and participation in publicity efforts. The MEYR and the University must be specifically mentioned in any publicity efforts the beneficiaries may undertake with respect to the awarded Fellowship.
2. Any articles and text material related to the Project should include the words: *‘Project supported by the Ministry for Education, Sport, Youth, Research and Innovation through the Post-Doctoral Fellowship Scheme 2022’*.
3. The parties involved in a Project shall reasonably endeavour to settle any disputes amicably amongst themselves. If, however, the settlement of a dispute cannot be successfully achieved in this manner, the parties shall bring the dispute to the attention of the Permanent Secretary (MEYR), who shall meet the parties and attempt to resolve the dispute through mediation. Should this mediation be unsuccessful, MEYR reserves the right to terminate the Project, and the UM shall be obliged to return any unspent funds received for the Project to MEYR.

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<Name of the Academic/s>

<Position>

<Department/Institute/Centre>

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Prof. Alfred J. Vella <Name of the Representative>

Rector <Position>

University of Malta Ministry for Education, Sport, Youth, Research and Innovation

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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<Name of the Representative>

<Position>

<Economic operator>

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_