



GOVERNMENT
OF MALTA



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SME ENHANCE *(de Minimis)*

Guidance Notes

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Definitions

Aid intensity means the gross aid amount expressed as a percentage of the eligible costs, before any deducted tax or other charge.

Date of granting of the aid means the date when the legal right to receive the aid is conferred to the beneficiary, being the date of the signing of the Grant Agreement.

Operation means an initial investment project being proposed for part-financing through Call/s under this State aid scheme.

The **Start Date** is identified in the Grant Agreement signed between the IB and the Beneficiary. Start of works on actions in relation to the activities for which assistance is being requested may only be initiated after the date of the granting of the aid.

The **End date** is identified in the Grant Agreement and by such date the Beneficiary must ensure the following:

- The Investment has been procured, delivered and is fully operational
- All expenditure has been incurred, invoiced and fully paid
- All relevant licences are in place

Any expenditure incurred, invoiced or paid after the project end date will be considered as ineligible.

The **Authorised Representative** is the person identified in the application form who is entrusted to legally represent the Enterprise and is thereby authorised to enter into agreements and sign contracts for and on behalf of the Enterprise. In the case of Sole Traders/Self Employed person, this should invariably be the beneficiary.

The **Project Manager** is identified in the application form and is the person responsible for the implementation of the project on a day-to-day basis.

Economic activity – means an activity consisting of any one or more of the following:

- any trade, business, profession or vocation and the provision of any personal services;
- the exploitation of tangible or intangible property for the purpose of obtaining income there from on a continuing basis;
- the provision by a club, association or organisation of the facilities or advantages available to its members for a subscription or other consideration;
- the admission of persons to any premises for a consideration.

Initial investment means:

- (a) an investment in tangible assets related to the setting-up of a new establishment, extension of the capacity of an existing establishment, diversification of the output of an establishment into products not previously produced in the establishment or a fundamental change in the overall production process of an existing establishment; or

- (b) an acquisition of assets belonging to an establishment that has closed or would have closed had it not been purchased and is bought by an investor unrelated to the seller and excludes sole acquisition of the shares of an undertaking.

Productive investments should be understood as investment in fixed capital or immaterial assets of enterprises, with a view to producing goods and services and thereby contributing to gross capital formation and employment.

External source means a source that is autonomous and unrelated to the Beneficiary Undertaking.

Unrelated to the Beneficiary – the fact that the buyer does not control the seller is not sufficient for fulfilling this criterion. The parties must be unrelated. For that, there should be no influence (decisive or not) on the composition, voting or decisions of the organs of an Undertaking.

Undertaking means a **Micro, Small and Medium-sized Enterprise** as defined in Annex I of Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

<http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1404295693570&uri=CELEX:32014R0651>

The main factors determining whether an enterprise is an SME are:

- **staff headcount** and
- either **turnover** or **balance sheet total**.

Company category	Staff headcount	Turnover	or	Balance sheet total
Medium-sized	< 250	≤ € 50 m		≤ € 43 m
Small	< 50	≤ € 10 m		≤ € 10 m
Micro	< 10	≤ € 2 m		≤ € 2 m

For more details:

http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/index_en.htm

Single Undertaking includes, all enterprises having at least one of the following relationships with each other:

- one enterprise has a majority of the shareholders' or members' voting rights in another enterprise;
- one enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise;
- one enterprise has the right to exercise a dominant influence over another enterprise pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association;

(d) 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 (a) to (d) through one or more other enterprises shall also be considered to be a single Undertaking.

An enterprise is considered to be any entity engaged in an economic activity, irrespective of its legal form. This includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships regularly engaged in an economic activity.

Enterprises which have one or other of such relationships through a natural person or group of natural persons acting jointly are also considered linked enterprises if they engage in their activity or in part of their activity in the same relevant market or in adjacent markets.

An **'adjacent market'** is considered to be the market for a product or service situated directly upstream or downstream of the relevant market.

Crafts means an art, skill, or trade, practised by a person or persons in the manufacture of artefacts and other products and generally requiring in its manufacturing a greater input of human skill than of machinery.

Assets refer to **tangible assets** meaning assets consisting of equipment and **intangible assets** meaning assets that do not have a physical or financial embodiment such as patents, licences, know-how or other intellectual property.

Marketing of agricultural products means holding or display with a view to sale, offering for sale, delivery or any other manner of placing on the market, except the first sale by a primary producer to resellers or processors and any activity preparing a product for such first sale; a sale by a primary producer to final consumers shall be considered to be marketing if it takes place in separate premises reserved for that purpose.

Primary agricultural production means production of products of the soil and of stock farming, listed in Annex I to the Treaty, without performing any further operation changing the nature of such products.

Processing of Agricultural products means any operation on an agricultural product resulting in a product which is also an agricultural product, except on-farm activities necessary for preparing an animal or plant product for the first sale.

Agricultural product means the products listed in Annex I to the Treaty, except fishery and aquaculture products listed in Annex I to Regulation (EU) No 1379/2013 of the European Parliament and of the Council of 11 December 2013.

Fishery and Aquaculture sector, are defined as per provisions of Regulation (EU) No 1379/2013 of the European Parliament and of the Council of 11 December 2013 on the common organisation of the markets in fishery and aquaculture products, amending Council Regulations (EC) No 1184/2006 and (EC) No 1224/2009 and repealing Council Regulation (EC) No 104/2000, as amended.

1 Introduction

This document provides information on the *SME Enhance (de Minimis)* and should be read in conjunction with the following document:

- User Guide to the Application Form

These Guidance Notes are binding and failure to comply with the provisions of these documents may result in financial corrections and recovery of funds.

These Guidance Notes may be reviewed, updated, and amended from time to time by the IB throughout the lifetime of the scheme.

1.1 Management structure

The Measures and Support Division within the Ministry for the Economy, European Funds and Lands has been designated by the Managing Authority (MA) as an Intermediate Body (IB) responsible for administering European Regional Development Fund (ERDF) Grant Schemes through the implementation of Support Measures under the 2021-2027 programming period.

1.2 Scope

Business success is dependent on the ability of the enterprise to focus investment on expansion, diversification, innovation of the operations, as well as on initial investments.

This incentive shall seek to support Undertakings through non-repayable Grants to part-finance investment in relation to the activities outlined and aimed at potentially improving the productivity of the enterprise.

1.3 Investment Priorities and Specific Objectives

This Grant Scheme falls under Policy Objective 1 '*A more competitive and smarter Europe by promoting innovative and smart economic transformation and regional ICT connectivity*' of SFC2021 Programme 2021- 2027 '*Towards a smarter, well connected and resilient economy, a greener environment and an integrated society*', and addresses the following Policy Objective and Specific Objective:

PO1: Promoting entrepreneurship, in particular by facilitating the economic exploitation of new ideas and fostering the creation of new firms, including through business incubators. A more competitive and smarter Europe by promoting innovative and smart economic transformation and regional ICT connectivity

RSO1.3. Enhancing sustainable growth and competitiveness of SMEs and job creation in SMEs, including by productive investments

1.4 Duration

The *SME Enhance (de Minimis)* will remain effective until 31 December 2023, subject to availability of funds.

1.5 Budget

The initial allocated budget for this scheme is €5,000,000.

1.6 Open (rolling) Call

The scheme shall be managed on a demand driven basis. The IB shall issue a public open call (rolling-call) with periodical cut-off dates for interested eligible Undertakings to submit their applications. Following each cut-off date, applications will be assessed and evaluated and eligible applications scoring at least 50% of the selection criteria shall be ranked and grants shall be awarded subject to budget availability.

1.7 Maximum Grant and Aid intensity

The Grant amount that a single Undertaking may receive shall depend on the application for and receipt of *de minimis* aid by the single undertaking over any period of three fiscal years. In line with Commission Regulation (EU) No 1407/2013 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 (the *de minimis* Regulation), as amended, a single Undertaking may not receive more than €200,000 (or €100,000 in the case of single undertakings performing road freight transport for hire or reward) in *de minimis* aid from any public funding (EU Funds and/or any national funds) over a rolling period of three fiscal years.

The minimum grant value under this scheme is set at €10,000 whilst the maximum grant value is set at €120,000, part-financing eligible costs up to 50% for investments in Malta and 60% for investments in Gozo.

1.8 Implementation

Actions financed under the *SME Enhance (de Minimis)* are to be implemented within 24 months from the date of the Grant Agreement. Extensions beyond this timeframe may be considered upon the express request of the Beneficiary, when justified. Nonetheless, investments are to be concluded by 30 June 2029².

1.9 Regulatory Framework

The Programme for support from the European Regional Development Fund, Cohesion Fund and Just Transition Fund.

<https://fondi.eu/programme/european-regional-development-fund-cohesion-fund-just-transition-fund/>

The Partnership Agreement of Malta.

<https://fondi.eu/programme/partnership-agreement/>

Aid will be awarded in accordance with the relevant terms and conditions of Commission Regulation (EU) No 1407/2013 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, as amended by Commission Regulation (EU) 2020/972 of 2 July 2020 amending Regulation (EU) No 1407/2013 as regards its prolongation and amending Regulation (EU) No 651/2014 as regards its prolongation and relevant adjustments.

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02013R1407-20200727>

Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund. This Regulation

² This date may be extended subject to compliance with national targets.

sets out the specific objectives and the scope of support from the European Regional Development Fund (ERDF) with regard to the Investment for jobs and growth goal referred to in Article 5(2) of Regulation (EU) 2021/1060.

<https://eur-lex.europa.eu/eli/reg/2021/1058>

Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy.

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021R1060>

2 Eligibility

2.1 Eligible Undertakings

Micro, Small and Medium-sized Enterprises engaged in an economic activity, irrespective of their legal form, referred to as the ‘Undertaking’ subject to the exclusions enlisted below.

Undertakings which are not vested with a legal personality acquired through the law applicable to their establishment, need to be registered under the Second Schedule of the Civil Code (CAP 16 of the Laws of Malta).

2.2 Eligible Actions

This Grant Scheme shall seek to support SMEs in undertaking productive investments in Tangible and Intangible assets related to the expansion, diversification, innovation of the operations, as well as on initial investments.

2.3 Eligible Expenditure

This Grant Scheme will support eligible enterprises to procure:

a) Equipment, Plant and Machinery

Costs for the purchasing of the main component of the operation in terms of equipment, plant and machinery required by the Undertaking for the operation. Any training costs limited to the use of the specific item acquired and included in the purchase price of the item in question, and thus from the same provider shall be included in the eligible cost. Equipment, machinery/plant must be maintained by the Beneficiary and remain operational for at least 3 years following the final payment to the beneficiary.

b) Equipment, Plant and Machinery (ancillary items)³

Costs for the purchasing of ancillary items to the main activity of the project. Such costs shall be capped at 10% of the eligible cost of the main component of the operation in terms of equipment, plant and machinery.

c) Lease of private operational premises

Costs for leasing of privately owned operational premises required for the operations of the Undertaking for the duration of 2 years. Such costs shall be capped at 10% of the eligible cost of the main component of the operation in terms of equipment, plant and machinery.

The aid value for the identified eligible expenditure shall be reimbursed through the application of actual cost incurred and paid and capped at the value of the Grant Agreement or the invoice amount, whichever is the lowest.

Any of the above expenditure is to be identified in the Application and Investment Proposal (if applicable) and are to be procured from external and unrelated sources to the applicant.

In addition to the above, applicants may include in their operations budget another simplified cost option, being a flat rate on the eligible expenditure⁴, to reflect as follows:

³ For subscription-based software, the cost of a 2-year subscription will be considered as the eligible cost item.

⁴ As identified in 2.3(a), 2.3(b) and 2.3(c).

- 7% flat rate to finance any indirect costs related to the investment⁵

Expenditure shall only be considered eligible if it is approved in the Grant Agreement, incurred during the specified project period and, the Beneficiary achieves the set indicators as outlined in the Grant Agreement and in line with these Guidance Notes.

2.4 Ineligible Expenditure

- a) Costs related to the repair and maintenance of equipment, plant, machinery and buildings, including costs for maintenance agreements.
- b) Tax including Value Added Tax and other duties.
- c) Insurance costs.
- d) Training costs except for costs identified in section 2.3(a) above.
- e) Contingencies and/or losses made by the Applicant.
- f) Payment of dividends, royalty and interest changes.
- g) In kind contributions.
- h) Service charges arising on finance leases, hire purchase and credit arrangements.
- i) Used, re-furnished or re-manufactured Equipment, Plant and Machinery.
- j) Cost resulting from deferral of payments to creditors.
- k) Cost related to litigation including resulting claims for damages and fines.
- l) Statutory fines and penalties.
- m) Payments for gifts and donations.
- n) Entertainment (including catering, receptions, etc.)
- o) Depreciation.
- p) Foreign exchange costs and related losses.
- q) Bank charges.
- r) Commissions.
- s) Projects that already exist within the framework of other funding programmes of the European Union.

2.5 Exclusions

- i. Undertakings subject to collective insolvency proceedings or fulfilling the criteria under their domestic law for being placed in collective insolvency proceedings at the request of their creditors.
- ii. Undertakings subject to an outstanding recovery order following a Commission decision declaring an aid granted by Malta illegal and incompatible with the internal market.
- iii. Undertakings that have not honoured their obligations further to a recovery order issued by the IB responsible for the administration of aid schemes co-funded under the European Regional Development Fund – 2014-2020, European Regional Development Fund - 2021-2027 and NextGenerationEU Funds - Recovery and Resilience Facility (RRF).

⁵ In line with Article 54 (a) of Reg. (EU) 2021/1060 of the European Parliament and of the Council.

- iv. Exclusions as per provisions of Commission Regulation (EU) No 1407/2013 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, as amended.
- v. Undertakings whose activities⁶ include, directly or indirectly, the provision of any of the eligible expenditure, are excluded from applying for such expenditure.
- vi. Undertakings that have the internal capability⁷ to develop or retail any of the eligible expenditure are excluded from applying for such expenditure.
- vii. Undertakings whose principal activities fall under Section A 'Agriculture, Forestry and Fishing' of the NACE Rev. 2.
- viii. Undertakings active in the sector of processing and marketing of agricultural products, in the following cases:
 - 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.
 - where the aid is conditional on being partly or entirely passed on to primary producers.
- ix. Undertakings whose principal activities include the manufacturing, processing and marketing of tobacco and tobacco products.
- x. Public entities: Ministries, Departments, Entities, Authorities, Public Commissions, Public Sector Foundations and similar organisations carrying out a public or regulatory function which does not involve the carrying out of an economic activity, whether or not such organisations are established by law. With the exception of commercial Undertakings carrying out exclusively economic activity in direct competition with third parties and in which Government has a controlling interest.
- xi. Gambling and Betting Activities.
- xii. Investment to achieve the reduction of greenhouse gas emissions from activities listed in Annex I to Directive 2003/87/EC.
- xiii. Actions resulting in training and mentoring activities.
- xiv. Actions resulting in investment in the decommissioning or the construction of nuclear power stations.
- xv. Actions resulting in investment in airport infrastructure unless related to environmental protection or accompanied by investment necessary to mitigate or reduce its negative environmental impact.
- xvi. Undertakings engaged in an illegal economic activity.

⁶ The principal activities shall be determined according to the NACE code and/or M&A.

⁷ Internal capability shall be determined according to the NACE code and/or M&A of related enterprises.

2.6 Additional Provisions

- i. The Grant amount is subject to the conditions outlined in these Guidance Notes and the determined thresholds. Moreover this shall also depend on the application for and the receipt of *de minimis* aid by the single undertaking over any period of three fiscal years. In line with Commission Regulation (EU) No 1407/2013 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, as amended, a single Undertaking may not receive more than €200,000 (or €100,000 in the case of single undertakings performing road freight transport for hire or reward) in *de minimis* aid from any public funding (EU Funds and/or any other national funds) over a rolling period of three fiscal years.
- ii. Undertakings are to submit an updated *de minimis* declaration on *de minimis* aid, in line with Commission Regulation 1407/2013, as amended.
- iii. The applicant enterprise is in compliance with applicable EU and national legislation and administrative requirements, including fulfilment of fiscal obligations, social security contributions.
- iv. Any works on actions in relation to the activities for which assistance is being requested may only be initiated after the date of the granting of the aid.
- v. Applicants must submit an *Investment Proposal* document or 3 quotations for each sub-activity which shall include the technical specification. The presented *Investment Proposal* document or quotations shall be the basis on which the grant shall be calculated upon.
- vi. Applicants must submit applications for Investments located exclusively in either Malta or Gozo.
- vii. The investment must be maintained by the Undertaking and remain operational for a period of at least three years following the final payment to the beneficiary. This shall not prevent the replacement of equipment that has become outdated or broken within this period, provided that the economic activity is retained in the area concerned for the relevant minimum period.
- viii. Intangible assets are eligible for the calculation of investment costs if they fulfil the following conditions:
 - a. they must be used exclusively in the establishment receiving the aid;
 - b. they must be amortisable;
 - c. they must be purchased under market conditions from third parties unrelated to the buyer; and
 - d. they must be included in the assets of the Undertaking receiving the aid and must remain associated with the project for which the aid is granted for at least three years following the completion of the investment project.
- ix. All assets including 'Intangible assets' must be included in the Capital Assets Register.
- x. For assets, particularly intangible assets that are acquired through periodic subscriptions, the eligible investment cost is considered to be the value for the first two years inclusive of any initial one-time costs. If the full two year cost is not

incurred during the project period, subject to at least part of the cost being incurred during this period, the full value of a 2-year subscription will be reimbursed on the basis of the cost incurred during the project period.

- xi. All supplies and services may only be procured from external sources.
- xii. Approved projects shall be based and operational in Malta or Gozo.
- xiii. The IB will not be able to approve reimbursement for costs incurred on actions and/or activities that are not strictly in line with the Grant Agreement.
- xiv. The Undertaking has not been approved or granted any public funding, and will not seek public funding through other National and/or European Union funded initiatives in relation to the activities for which assistance is being requested through this measure. This includes schemes under NextGeneration EU, Cohesion Policy and any other European Union instruments or through any other form of Public Funding including schemes administered through National Funds.
- xv. The beneficiary shall ensure that greening and climate mitigation measures should be mainstreamed within the proposed investment, whilst reuse and recycling should be pursued as much as possible when disposing of redundant/replaced equipment.
- xvi. The IB reserves the right to refuse or withdraw an application by a potential applicant or beneficiary on the basis of actual, potential or perceived reputational harm and/or unwanted or unfavourable publicity to the IB, the Government of Malta and EU funds.

3 Applications

3.1 Application Process

The IB shall publicise the calls on fondi.eu website and will collaborate with stakeholders particularly representatives of the target group and other Government Entities to publicise the Grant Scheme to ensure the widest visibility possible.

3.2 Submission of Applications

Applicants must submit an online application as outlined in the call for applications. The application shall include the Undertaking's name and size, a description of the investment, including its start and end dates, the location of the investment, a list of investment costs and the amount of public funding needed for the investment, amongst other requirements.

It is strongly advisable that prior to embarking on the development and submission of the application prospective applicants read these 'Guidance Notes' together with 'User Guide to the Application Form' document.

3.3 Documents to be submitted with the Application

1. **Declaration** – a scanned copy of the signed Declaration Form⁸.
2. **De Minimis Declaration Form**⁹ – a declaration by the single Undertaking outlining a breakdown of the *de minimis* aid applied for and/or granted to the single Undertaking over a period of the three fiscal years from the year of application.
3. **Applicants are to submit either one of the following requirements:**
 - a) **Investment Proposal** – to define (in detail) the following:
 - *Description of the needed investment*
 - *Technical specifications for each specific investment;*
 - *Description of what is available on the market;*
 - *Identification of which suppliers offer the required investment and the price range- for each investment;*
 - *From the options considered, those that meet targets and requirements of the applicant should be identified.*
 - or
 - b) **Technical Specifications & Quotations** – to provide the minimum technical specifications and 3 comparable quotations as follows:
 - The set of minimum technical specifications against which the quotations provided were sought. These should determine the minimum characteristics of the equipment, plant and machinery identified by the beneficiary, and that a supplier must provide. These

⁸ In the case that the Authorized Representative is not a Director, a Declaration of Authorization shall be submitted in addition to the Declaration form. This does not apply for Self-Employed/Sole Traders, given that the individual signing the Declaration form is the Authorized Representative. A copy of the Declaration Form can be found in the User Guide to the Application Form.

⁹ A copy of the de minimis Declaration Form can be found in the User Guide to the Application Form.

should be clear, accurate and contain a description of the beneficiary's needs to enable the suppliers to provide the asset/s which meet those needs; and

- at least 3 comparable and valid quotations¹⁰ in respect of each sub-activity in line with the set minimum technical specifications and obtained from three different external and unrelated suppliers to the applicant. Quotations not meeting the requested technical specifications may not be considered by the beneficiary (*in case project gets approved, procurement shall be done from one of the submitted quotations*).

- 4. Compliance Certificate/s issued by the Commissioner for Revenue (CfR)** – a certificate/s issued not earlier than three months from the date of the application, by the Office of the Commissioner for Revenue (CfR) covering Income Tax, VAT and Final Settlement and of Social Security Contributions Compliance Certificates.
- 5. Audited Financial Statements and/or the Management Accounts** dated within the two financial years prior to the year of submission of the application in relation to the applicant and the linked and partner enterprises¹¹. No documents would need to be submitted if a copy of these documents as outlined hereunder is already deposited with the Malta Business Registry (MBR) or the Co-Operatives Board.

In the case of linked and partner enterprises without a legal obligation to prepare financial statements the Management Accounts (Profit & Loss Statements/Income Statement and Balance Sheet/Statement of Assets and Liabilities) certified by a CPA is to be provided.

In the case of a Sole Trader/self-employed a copy of the Income Tax Return dated within the two financial years prior to the year of submission of the application together with a Profit & Loss Statement certified by a Certified Public Accountant (CPA) is to be provided.

In the case of a Start-up established not over 2 years from the date of application (*including Sole Trader/self-employed*) not having the above documentation, a Profit & Loss Account/Income Statement, Cash Flow Projections and a Balance Sheet/Statement of Assets and Liabilities certified by a CPA is to be provided.

- 6. Copies of any necessary Permits** such as Planning Permits¹² issued in relation to activities for which support is being requested.

¹⁰ During evaluation the Project Selection Committee may request further clarifications or additional quotations if not satisfied with the provided documentation.

¹¹ In line with MBR obligations of registered companies found [here](#).

¹² In those instances where at the time of submitting the application the necessary Planning Permits have not yet been issued, an application for support under the scheme may still be submitted. In such cases if an application makes it through the Selection Process, the granting of aid shall be conditional that within six months from the date of the Acceptance Letter, that the relevant executable Planning Permits have been issued and a copy of is

7. Evidence of **Private Match Financing** for the project.
8. **Supporting Documentation including** NACE code confirmation¹³, GANTT Chart or Implementation Schedule. Any other supporting documentation (*such as preparatory work and correspondence*) that the Applicant deems that would add value to the application.

The IB may request any additional documentation for verification purposes.

In those cases where not all the documentation is submitted with the application, applicants shall be given the opportunity to rectify the application by submitting the required documentation. The maximum period allowed for rectifications shall not exceed 2 months from the date of the rectifications letter. Applicants are to submit their missing documentation to rectify their application by said deadline and application will be considered for evaluation and selection with the next cut-off date following complete submission of the application. If applicants fail to rectify an application by the indicated deadline in the rectifications letter, then the application shall be considered as incomplete and be rejected.

3.4 Acknowledgment

Once an application is submitted and confirmed, the system generates a unique reference number for the project and an acknowledgement e-mail together with the application reference number will be sent to the Applicant.

Applications will be assessed and selected as outlined in [Section 5](#) 'Assessment and Selection'. The issuance of the acknowledgement letter does not confer any obligation on the IB to issue the Grant towards the financing of the project. Actions may only be initiated further to the signing of the Grant Agreement.

submitted to the IB. Extensions beyond this timeframe may be considered upon the express request of the Beneficiary, when justified.

¹³ The NACE confirmation shall be in the form of VAT Information Sheet or else communication with the NSO Business Register including the four-digit code in the form of 11.11.

4 Compliance with Community Policy

4.1 Payments of costs under the approved Investment

Undertakings should note that Grants awarded for actions under the SME Enhance (*de minimis*) are public funds. Beneficiary Undertakings should ensure that procurement of all cost items to be co-funded through the Grant Scheme is carried out in line with the principles of sound financial management.

4.2 State Aid Requirements

The terms and conditions of this Grant Scheme are in line with Commission Regulation (EU) No 1407/2013 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 (OJ L 352/1 of 24 December 2013), as amended by Commission Regulation (EU) 2020/972 of 2 July 2020 amending Regulation (EU) No 1407/2013 as regards its prolongation and amending Regulation (EU) No 651/2014 as regards its prolongation and relevant adjustments (OJ L 215/3 of 7 July 2020).

The Undertaking shall ensure compliance with the rules on cumulation of aid in line with Article 5 of the *de minimis* Regulation.

Applicants must submit with their application a duly filled in *de minimis* declaration form regarding any other *de minimis* aid received and applied for during the current fiscal year and the previous two fiscal years. The IB will ensure that the total amount of *de minimis* aid granted to the single Undertaking shall not exceed EUR 200,000 (or EUR 100,000 in the case of single undertakings performing road freight transport for hire or reward) over any period of three fiscal years.

It is the responsibility of the Applicant Undertaking to seek advice and to ensure compliance with State Aid rules and requirements.

4.3 Equal Opportunities and non-discrimination

Beneficiary Undertakings are required to take a pro-active approach to Equal Opportunities and must ensure that at all stages of the implementation of the action/s consideration is given to Equal Opportunities.

Equal Opportunities and non-discrimination are not meant to just address gender discrimination but have a wider scope and include race, ethnicity, religion or belief, disability, age and sexual orientation.

4.4 Sustainable Development

Undertakings should include Sustainable Development in the action/s and must ensure that the operation is structured in such a manner that concrete positive actions towards better sustainability and mainstreaming feature throughout. It is important that Environmental matters should also be taken into consideration at all stages of the design, development and implementation of the action and the action should be structured to avoid any related environmental damage.

4.5 Do No Significant Harm Principle

Beneficiary Undertakings are required to ensure that planned investments fulfil and respect the conditions of the 'do no significant harm' (DNSH) principle within the meaning of Article 17 of Regulation (EU) 2020/852.

Applicants may wish to consult with the Commission’s technical guidance on the application of ‘do no significant harm’ under the RRF Regulation (2021/C 58/01). It covers the six environmental objectives set out in Article of Regulation (EU) No 2020/852 including: Climate change mitigation; Climate change adaptation; The sustainable use and protection of water and marine resources; The circular economy including waste prevention and recycling; Pollution prevention and control to air, water and land; The protection and restoration of biodiversity and ecosystems.

It should be noted that the ‘Do No Significant Harm Assessment carried out in relation to the ERDF/CF Programme and JTF Plan 2021 2027’ concluded that this measure will not have a significant impact on any of the environmental objectives and therefore does not require a substantive assessment.

5 Assessment and Selection

The Assessment and Selection of projects shall be undertaken by a Project Selection Committee.

Applications will be assessed against the Gateway (*eligibility*) Criteria and will proceed to be assessed against the Selection Criteria only if the application meets all the requirements of the Gateway (*eligibility*) Criteria.

Applications attaining at least 50% of the total score shall be approved for funding subject to the budget availability.

5.1 Gateway Criteria

The Gateway Criteria are the minimum requirements which must be met in order that any application may be considered for assessment and appraisal for selection for funding support. This stage will involve an assessment and a Due Diligence process to establish that these minimum requirements are met, namely:

1. **Complete application:** an Undertaking must present a fully compiled application together with all the requested supporting documentation, by the indicated deadline.
2. **Eligible Undertaking:** the Undertaking is an eligible Undertaking in line with these Guidance Notes.
3. **Eligible action:** the action for which the Applicant is asking for support is eligible and at least includes an eligible activity.
4. **Match Financing:** the Applicant has submitted evidence as to its capacity to match finance the project from private sources.

5.2 Selection Criteria

Only applications that meet all the Gateway (*eligibility*) Criteria shall proceed for assessment under the Selection Criteria. The Project Selection Committee may at this stage request clarifications from the Applicant. As part of the assessment and appraisal process a score is awarded for each Selection Criteria. Applications scoring at least 50% of the Selection criteria shall be ranked and grants shall be awarded subject to budget availability.

The total maximum score under the Selection Criteria is 100. Applications will be assessed and evaluated against the Selection Criteria outlined hereunder.

- Risk Assessment
- Excellence
- Impact and Sustainability
- Quality and Efficiency of implementation

Criteria	Definition	Score
Risk Assessment	Ratio of Operation value to net assets of Undertaking – 5 Applications will be risk assessed in terms of the ratio of the project's value to the financial resources of the Undertaking.	15
	Qualitative assessment of the Undertaking – 5 Applications will be risk assessed in relation to the age of the Undertaking, business experience, track record of the management and controlling shareholders.	
	Duration of the Project – 5 Applications will be risk assessed in relation to the proposed duration of the project vis-à-vis the implementation timelines in the respective guidance notes. Such assessment shall take into account potential implementation delays which may stretch the proposed project duration and have a negative impact on absorption of funds.	
	Implementation Risks linked to the duration of the Project – max 0pts (-5pts Lowest) This section will carry negative marking to reflect project implementation risks linked to the duration of the proposed activities. The duration of the project will be assessed in terms of how realistic it is to complete the project within the indicated timeframe. The more complex the activities, the more likely that the project will experience delays and therefore the lower the score.	
Excellence	Quality of the proposed project concept through its main characteristics – 5 The Application Form and Business Plan should be of good quality and provide clear information that can be readily understood by anyone, even those not familiar with the project. The proposed project concept should not be run-of-the-mill. The evaluation will be assessing the overall quality of the proposed project, the project background, context and need for the project, the project's objectives, expected results and resources required. The Application is to clearly evidence that the enterprise's need to invest in the new equipment and/or machinery and the utilisation of same equipment to attain results.	30
	Coherence and Clarity of the Application – 10 The evaluation will be assessing the project's work plan, strategy, and quality of the application. Coherent proposals supported by quantitative data and market research will be rewarded.	

	<p>Action is ambitious and is addressing an identified gap within the enterprise and/or the specific sector the enterprise operates in – 10</p> <p>The action will be assessed in terms of the extent of identified gaps (both in the enterprise and/or the sector) it addresses. The evaluation will focus on the novelty of the concepts and new approaches proposed by the project.</p> <p><i>Factual and statistical evidence to back up the justification will render the application more robust.</i></p>	
	<p>Action seeks to maximise the internationalisation of the Applicant – 5</p> <p>The application will be evaluated in terms of the project's potential to support the Applicant to strengthen its international presence.</p>	
Impact and Sustainability	<p>Applicant's plan to make the enterprise more sustainable, resilient and better prepared for the challenges ahead – 5</p> <p>The application and the investment shall be assessed against this criterion.</p>	30
	<p>Project results in improvements in the Undertaking's business model - 5</p> <p>The application will be evaluated in relation to the proposed impact on the sustainability of the business model. Applicants are to identify the benefits which shall emanate as a result of the project.</p>	
	<p>Project in line with National Policies and the Programme's horizontal priorities: Environmental Sustainability and Equal Opportunities – 5</p> <p>The application will be assessed in relation to potential impact on National Policies linked to the programme and to the effective integration of the Programme's horizontal priorities being Environmental Sustainability and Equal Opportunities.</p>	
	<p>The return on investment (ROI) and potential cost reductions – 10</p> <p>An assessment of the project's impact vis-à-vis the return on investment (ROI), by dividing the projected increase in turnover by the cost of machinery. The application will also be assessed on the potential cost reductions to the operations of the Applicant through the reduction in the cost to sales ratio</p>	
	<p>Size of Undertaking – 5</p> <p>Proposals submitted by Micro enterprises will be rewarded.</p>	
	<p>A holistic Investment – 5</p> <p>Projects that propose a holistic investment tied to a clear objective will be rewarded.</p>	

Quality and Efficiency of implementation	<p>Quality, readiness and timeliness of the proposed project - 10</p> <p>Projects are to:</p> <ul style="list-style-type: none"> • present a GANNT Chart/Implementation Schedule of the proposed actions • include an assessment of the potential implementation risks, the probability of these risks happening and the identification of measures to mitigate same risks • demonstrate the capacity to deliver the project and that they have a contingency plan to compensate for adverse effects on timetable, expenditure, and outputs. <p>Applications showing that their proposal is in an advanced state of readiness, such as having already assessed the options obtained or in possession of required licences/permits, shall be rewarded. Evidence of such documents is to be provided with the application.</p> <p>Management and Control Systems in place including organisation's structure – 5</p> <p>The Applicant should ideally provide an organigram or description of the organization's structure. In the Application the applicant is to identify the segregation of the level of management and control and include an overview of the expertise of the key personnel who will lead the project.</p> <p>Any quality standards adopted by the applicant will also be considered.</p> <p>Level of capacity and allocation of resources towards the project – 5</p> <p>The capacity to implement the project is part of the commitment of the Applicant. The evaluation will be assessing the allocation of human resources, both internal and external, towards the project to ensure its successful implementation and sustainability. Experience in the implementation of projects co-financed through Structural Funds, other EU programmes or own funds shall be rewarded.</p>	25
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5.3 Unsuccessful Applications

Unsuccessful applicants will be informed in writing by the IB.

5.4 Appeals

An independent Appeals Board shall be appointed.

Applicants whose application was not selected may submit motivated representations within 10 working days from the date of notification by the IB.

The Appeals Board shall assess the submitted representation, reviews those respective applications, and notify the Applicant of its decision. The decision of the Appeals Board shall be final.

5.5 Acceptance Letter

The IB shall issue a funding acceptance letter to selected applicants. The Funding acceptance letter shall include any conditions as outlined by the Project Selection Committee. It should be noted that a positive decision at this stage is not a guarantee of funding. All the conditions set out in the funding acceptance letter would need to be discharged before the Grant Agreement can be signed.

5.6 Grant Agreement

The IB shall liaise with the Applicant with a view to concluding the Grant Agreement. The Grant Agreement (GA) is the formal agreement between the IB and the Applicant. The GA is the legally binding document and sets out the terms of the grant. The IB will work through the terms and any conditions which must be discharged prior to entering the GA with the Applicant. When the IB is satisfied that any conditions have been discharged, it will issue the GA and submit two copies to the Applicant who will sign both copies with the IB keeping one copy and the other kept by the Beneficiary.

6 Implementation, Monitoring and Reporting

6.1 Implementation

6.1.1 Filing System

The beneficiary is to keep and maintain a separate filing system for the approved investment and may opt to keep an electronic system. Nonetheless, the filing system, regardless of whether it is electronic or hard copies, shall be made available and be easily referenced when monitoring and audit visits are conducted by the respective authorised entities. The beneficiary is obliged to keep all the documentation related to the operation for audit purposes for 3 years following the final payment to the beneficiary of the assisted operation. The sample proposed filing system folder can be downloaded from [here](#).

6.1.2 Inventory

The Beneficiary is to fill in an Inventory of the fixed assets financed from the project and include the required details on the standard template which is available in [Annex II](#) and is obliged to keep an updated version of such inventory. Assets must remain associated with the enterprise throughout the durability period.

The inventory shall be frequently updated to include the relevant details of the assets purchased and list any equipment that has undergone any alterations following acquisition. The list is to be signed and certified correct by the Project Manager and made available to the IB upon request.

6.1.3 Payments

Cash disbursements are strictly prohibited. The total expenditure must be paid by the beneficiary through transparent, traceable bank transactions. Payments should be made through an identifiable bank account as indicated in the Financial Identification Form submitted by the beneficiary¹⁴ and to the identified bank account of the Service Provider/Supplier as outlined in the respective invoice or in the Supplier Financial Identification Form.

6.1.4 Project Manager

The Project Manager is identified in the application form and is the person responsible for the implementation of the project on a day-to-day basis. The Project Manager is the beneficiary's point of contact with the IB and should be available and reachable within reasonable timeframes to discuss the project on a periodical basis as required.

The beneficiary shall ensure that a Project Manager is assigned throughout the full implementation of the project and should there be a change in the Project Manager a [Change in Project Manager form](#), downloaded from [here](#), shall be submitted via email on msd.eufunds@gov.mt.

6.1.5 Changes and amendments to the investment project

Issues may arise during the implementation of an investment project that necessitate a deviation from the original application as reflected in the Grant Agreement. In such cases, the beneficiary is to notify the IB immediately and submit a written request including a justification for the change.

¹⁴ The form (to be signed and dated) will need to be submitted at reimbursement stage by the beneficiary.

For any changes related to the main component of the operation under the activity **Equipment, Plant and Machinery** (as identified in Section 2.3(a)) the written request shall be accompanied by either an updated *Investment Proposal* for the said item or else 3 comparable and valid quotations together with the new technical specifications. In case of the latter, should the request be approved, procurement shall be done based on one of the submitted quotations.

For any changes related to ancillary items under the activity **Equipment, Plant and Machinery (ancillary items)** (as identified in Section 2.3(b)) the written request shall be accompanied by the new technical specifications.

No expenditure related to actions and activities impacted with such deviations may be incurred by the beneficiary without approval issued by IB in this regard.

Invariably, deviations may not impact on the substance of the original application and on which the operation was evaluated and selected.

In no instance will requests for an increase in the budgetary allocations resulting in an increase in the total Grant amount as outlined in the Grant Agreement be accepted.

6.1.6 Retention of Documentation

The Beneficiary has the obligation to retain all related documents for control and audit purposes, for 3 years following the final payment to the beneficiary of the project. The Beneficiary must also co-operate with the IB and other monitoring and audit bodies entrusted with such functions with respect to the granting of aid under this scheme, for the duration of 3 years in light of audits and other controls.

6.2 Procurement Process

6.2.1 General

The procurement process shall be compliant with Community Policy as identified in [Section 4](#) of the Guidance Notes.

Moreover, eligible expenditure should meet the following criteria:

- (i) Must be incurred by the Beneficiary;
- (ii) Must be incurred within the period and for actions set out in the Grant Agreement;
- (iii) Must be identifiable and verifiable, recorded in the beneficiary's accounts in accordance with the applicable accounting standards;
- (iv) Must comply with the applicable national and EU legislation including law on taxes, labour and social security; and
- (v) Must be reasonable and comply with the principle of sound financial management.

Beneficiaries should avoid situations that could present conflicts of interest when undertaking procurement. All procurement of goods, works and services is to be made from sources external and unrelated to the beneficiary Undertaking.¹⁵

VAT is not an eligible cost and beneficiaries should ensure that VAT and any other taxes should be quoted separately by suppliers.

All financial documentation should be presented in the Euro denomination, and where this is not possible the beneficiary should convert the foreign currency using the applicable daily exchange reference rate issued by the European Central Bank and which may be accessed through: <https://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

The beneficiary should clearly indicate the rate applied. The exchange rate should be the rate applicable on the day the payment was made.

Unless the invoice issued by a Service Provider/Supplier includes the Bank Account identification where the payment is to be affected, the beneficiary shall request the Service Provider/Supplier to fill in the Supplier Financial Identification Form provided by the IB in [Annex V](#).

Failure by the beneficiary to observe the requirements may impact the eligibility of the expenditure and the investment project itself. The beneficiary may be subject to loss of funds through the imposition of financial corrections and/or recovery of funds if non-compliance is observed at any stage. The Beneficiary shall be liable to pay back the amount identified to be ineligible/non-compliant with these rules by the IB, the Managing Authority the Audit Authority, and any other body responsible for the monitoring of expenditure.

6.2.2 Items under the activity Equipment, Plant and Machinery (as identified in Section 2.3(a))

Beneficiaries shall procure from the preferred solutions identified in the *Investment Proposal* or else one of the quotations provided with the Application Form. In those instances where Beneficiary had a change approved in line with [Section 6.1.5](#), then the Beneficiary shall procure either from the preferred solutions identified in the updated *Investment Proposal* or else one of the quotations provided.

The following documents are to be kept and presented with the claim for reimbursement, together with those identified in [Annex III](#):

- Copy of Invoice
- Copy of Agreement/email confirming purchase with Supplier
- Copy of Fiscal Receipt (*where a tax invoice is not provided*)
- Copy of Proof of Payment (*Copy of bank transfer payment/bank cheque encashment image*)
- Copy of Bank Statement identifying the transaction/s **Certified by a Certified Public Accountant**

¹⁵ The fact that the buyer does not control the seller is not sufficient for fulfilling this criterion. The parties must be unrelated and there should be no influence (decisive or not) on the composition, voting or decisions of the organs of an Undertaking or family ties between the buyer and seller.

6.2.3 Items under the activity Equipment, Plant and Machinery (ancillary items) (as identified in Section 2.3(b))

For expenditure of items under the activity *Equipment, Plant and Machinery (ancillary items)* as identified in Section 2.3(b), the Beneficiary may procure as follow:

a) If items are identified in the Investment Proposal

Beneficiary shall procure from the preferred solutions identified in the *Investment Proposal* submitted with the Application.

b) If items are not identified in the Investment Proposal

Beneficiaries may procure directly from the open market for a total expenditure with a Grant Value not exceeding €10,000 (excl VAT).

For the remaining items, Beneficiaries are to provide three (3) quotations and ensure that each quotation is:

- Dated
 - a. In case of a hard copy, the quotation shall be dated
 - b. In case of an online quotation from a website, the printout shall include the printed date
- Clear and Identifiable
 - a. In case of a hard copy, it shall be on a supplier's letterhead and include the VAT number
 - b. In case of an online quotation from a website, the printout shall include the URL
- Include the minimum technical specifications which are to be in line with the specifications provided with the application.

The following documents are to be kept and presented with the claim for reimbursement, together with those identified in [Annex III](#):

- Copy of the three (3) Quotations (*limited to procurement effected under 6.2.3(b)*)
- Copy of evaluation report (*dated and signed*) (*limited to procurement effected under 6.2.3(b)*)
- Copy of the specifications grid (*as per [Annex IV](#)*) or else clearly identifying where the technical specifications provided can be located within all the quotations provided (*limited to procurement effected under 6.2.3(b)*)
- Copy of Invoice
- Copy of Agreement/email confirming procuring with Supplier
- Copy of Fiscal Receipt (*where a tax invoice is not provided*)
- Copy of Proof of Payment (*Copy of bank transfer payment/bank cheque encashment image*)
- Copy of Bank Statement identifying the transaction/s **Certified by a Certified Public Accountant**

6.2.4 Purchasing of Subscription-based Software

The purchasing of subscription-based Software shall be procured in line with the above procurement guidelines and the cost of a 2-year subscription will be considered as the eligible cost item. Together with the Claim for Reimbursement, and the documents identified in [Annex III](#), a declaration from the supplier/service provider shall be provided indicating the following:

- Date of Purchase and/or installation
- Details confirming the type and version of the Software
- Details of the location, including hardware serial numbers, where the software is installed
- Terms of Licence
- Pricing Plan¹⁶

6.2.5 Lease of Private Operational Premises

The costs for the duration of 2 years of the leasing of privately owned operational premises required for the operations will be considered as the eligible cost item. Moreover, such costs shall be capped at 10% of the eligible cost of the main component/s of the operation under Equipment, Plant and Machinery.

The following documents are to be kept and presented with the claim for reimbursement, together with those identified in [Annex III](#):

- A copy of the receipts for the 1st year of payment of the Leasing Contract
- Copy of the leasing agreement covering at least the 2nd year of leasing.

6.2.6 Award Criteria

For procurement identified in section [6.2.3\(b\)](#), the Beneficiary can award to any of the submitted compliant quotation, but the eligible cost shall be capped to the cheapest technically compliant quotation.

Moreover, for all types of procurement, the reimbursement shall be pegged to the invoice amount, or the expenditure approved in the Grant Agreement whichever is the lowest.

6.3 Monitoring

Effective monitoring is an important aspect which needs to be undertaken to ensure efficient and effective implementation and in ensuring that the targeted outcomes are achieved.

6.3.1 Monitoring by the Beneficiary

The beneficiary has the responsibility of ensuring effective monitoring of the implementation of the action. This responsibility goes beyond the achievement of the results but also that of monitoring the efficient implementation of the assisted intervention. The beneficiary must keep documentary evidence of the implementation including the filing system, progress and final implementation reports, photographic evidence, and any necessary pertinent documentation providing an audit trail of the actions and activities within the implemented operation.

¹⁶ Reimbursement to be capped to the cheapest price option.

6.3.2 Physical on-the-spot checks by the IB

The IB will conduct physical visits to conduct checks and management verifications on the implementation of the project. Prior to such visit, the beneficiary is to submit an updated copy of the inventory and during the visit shall make available all documentation and records considered relevant to the project. During such visit, the IB will also physically check the procured investments and cross check their relevant details with the inventory. IB shall draw up a report following the visits which will include the findings and any corrective action required because of the finding of the visit and the checks conducted.

The IB may make enquiries with the Malta Association of Credit Management to carry out the necessary checks in line with the Regulations and Good Governance principles and with other competent Authorities, including but not limited to Jobs Plus, to verify any information submitted

The IB retains the right to conduct any unannounced monitoring visits at its sole discretion.

6.3.3 Monitoring and Evaluation Activities

The beneficiary is bound to co-operate and contribute to all monitoring and evaluation activities organised by the IB, the MA, the European Commission as well as other Authorities. This may include contribution through participation in surveys, events and in providing information to be included in publications and online media.

6.4 Reporting

A periodical 'Progress Report' is to be submitted in line with the indicated schedule:

Period Covered	Submission Deadline
1 January – 30 June	31 July
1 July – 31 December	31 January

A 'Final Implementation Report' is to be submitted together with the final claim for reimbursement, following the completion of all the assisted activities as outlined in the Grant Agreement.

In section 6.5 '*Reimbursement*', guidance is provided to the beneficiary when to provide progress reports (*falling outside of the timelines presented in the table above*) in line with the submission of respective claims for reimbursement.

The IB shall carry out on-the-spot checks during and after the project implementation timeframe.

6.5 Reimbursement

Beneficiaries may present a claim/s for reimbursement upon completion of the project or upon completion of any identified targets for planned investments identified in the Application Form and as accepted in the Grant Agreement.

Claim/s for reimbursement, a maximum of 3 claims throughout the duration of the project may be presented together with a Progress Report to the IB once the beneficiary has effectively reached the set target.

6.5.1 1st Claim for Reimbursement

Milestone and Amount – Implementation of a value of at least 30% of the main component/s of the operation under Equipment, Plant and Machinery (*as identified under 2.3(a)*) and in line with any milestones identified in the Grant Agreement.

Payment Trigger - Receipt of claim for reimbursement accompanied by a Progress Report from the beneficiary. Verification by the IB that the **investment is in place**. The IB retains the discretion to request the Beneficiary to present expert reports to substantiate any claims presented, when and as required.

6.5.2 2nd Claim for Reimbursement

Milestone and Amount – Implementation of a value of at least 10%, over the amount of the 1st claim for reimbursement, of the main component/s of the operation under Equipment, Plant and Machinery (*as identified under 2.3(a)*) and in line with any milestones identified in the Grant Agreement beyond the first claim.

Payment Trigger - Receipt of claim for reimbursement accompanied by a Progress Report from the beneficiary. Verification by the IB that the **investment is in place**. The IB retains the discretion to request the Beneficiary to present expert reports to substantiate any claims presented, when and as required.

6.5.3 3rd Claim for Reimbursement

Milestone and Amount – Final claim for reimbursement including all the remaining eligible expenditure, being the remaining amount of the main component/s of the operation under Equipment, Plant and Machinery (*as identified under 2.3(a)*), Equipment, Plant and Machinery (ancillary items) (*as identified under 2.3(b)*), Lease of Private Operational Premises (*as identified under 2.3(c)*) and 7% Flat Rate for Indirect Cost (*as identified under 2.3*).

Payment Trigger – Receipt of claim for reimbursement accompanied by a Final Report from the Beneficiary. Verification by the IB that the **investment is in place and operational**. For the *Lease of Private Operational Premises (as identified under 2.3(c))* beneficiary is to present a copy of the receipts for the 1st year of payment of the Leasing Contract together with a leasing agreement covering at least the 2nd year of leasing. The IB retains the discretion to request the Beneficiary to present expert reports to substantiate any claim presented, when and as required.

Each claim for reimbursement shall include the documentation identified in [Annex III](#).

The IB may request further documentation where and as necessary and the reimbursement request will only be processed once the IB is satisfied that the reimbursement criteria have been met.

It is the beneficiary's responsibility to ensure that reimbursement requests, including all the required supporting documentation, are submitted to the IB by not later than 30 September 2029, or on a later date as identified by the IB.

Reimbursement requests are expected to be submitted to the IB within 3 calendar months from the end date of the operation, or the date identified above, whichever is the earliest. At any point during or after this 3-month period, the IB may, by notice in writing, give a

specific deadline to the beneficiary to submit their claim. Should the IB opt to impose such a deadline, the beneficiary may, upon the presentation of a reasonable justification, request that the deadline is extended.

6.6 Payment Process

The IB shall ensure that every effort is made to process the payment without undue delay from receipt of a complete Claim for Reimbursement, and further to the resolution of any clarifications sought from the beneficiary and is satisfied that the assisted intervention has been implemented in line with the Grant Agreement and the pertinent regulations. Once the claim for reimbursement is processed, further checks may be conducted by the EU Payments Unit before the execution of the payment. The IB shall not be held liable for any delays in the payment process, or for any overruling by a superior authority of its initial approval of payment.

6.7 Double Financing

In line with the provisions of Article 191 (3) of Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union, it is a fundamental principle that **in no circumstances shall the same costs be financed twice by the budget**. The IB reserves the right to share all the information related to the supported activities with other public entities to ensure that no other public funds were made available to the Undertaking in respect of the same activity. Funding for the same action from any other source of public funds is prohibited and will result in claw back (recovery) of funds.

7 Audit and Control

7.1 Internal Control

The beneficiary has the responsibility to put in place and maintain control arrangements to ensure proper and sound financial management of the funds. The beneficiary shall ensure that a separate accounting system or an adequate accounting code is maintained for all transactions related to the operation without prejudice to national accounting rules. In the case where the beneficiary is implementing operations supported through different Schemes co-financed through European Structural and Investment Funds, a separate accounting system or an adequate accounting code must be maintained for each operation.

7.2 Accounting Treatment

7.2.1 Enterprises with the obligation to prepare annual financial statements

Use of an Adequate Accounting Code (*a Nominal Ledger Account dedicated to the scheme*) in an existing computerised Accounting System: in this case, beneficiaries must make provisions to open a new Accounting Code in their Nominal Ledger, where all transactions related to the operation will be posted. All entries must be easily identifiable and retrievable, as well as auditable. Beneficiaries may make use of Journal Entries. The same principles apply if a strictly separate accounting system is opted for.

Beneficiaries must comply with generally accepted accounting principles and practices as defined by Article 3(1) of LN. 19 of 2009 Accountancy Profession (Accounting and Auditing Standards) Regulations. This shall mean that beneficiaries are to adhere either to:

- i. International Accounting Standards¹⁷; or
- ii. General Accounting Principles for qualifying private or small and medium-sized entities as may be prescribed by regulations, directives or guidelines issued from time to time in terms of the Accountancy Professions Act.¹⁸

7.2.2 Enterprises with no obligation to prepare annual financial statements

A separate Bank Account and/or a record showing full details of expenditure paid and funds received related to the operation (*e.g. spreadsheet*) must be kept.

7.2.3 Audit Visits

It is pertinent to note that audit visits may be conducted without prior notice, throughout the different phases of the action including after completion of the action.

Beneficiaries should ensure that the Authorized Representative and Project Manager are available during the audit. All the documentation should be available in the designated project file and access to the documentation is to be facilitated, as may be requested by the auditors.

¹⁷ Particularly the *International Accounting Standard (IAS) 20: Accounting for Government Grants and Disclosure of Government Assistance*.

¹⁸ For financial reporting periods commencing on or after 1st January 2016 SL 281.05 (General Accounting Principles for Small and Medium-Sized Entities) Regulations.

7.2.4 Audit Follow-up

Further to the conclusion of the audit, the auditors will draft a report outlining all the findings and any pertinent recommendations. If clarifications are required, the auditors will seek feedback from both the IB and the beneficiary. The beneficiary is obliged to co-operate and provide the requested feedback, data, and information by the indicated deadlines and without undue delays.

7.3 Irregularities

Irregularities may be identified during different stages of the operation because of the different checks and audits carried out by different bodies, including the beneficiary. Irregularities may be identified also through other means such as fiscal controls and evaluations, receipt of complaints or information which may also be anonymous and public domain information.

The Beneficiary is responsible to **report** any irregularity detected **without delay** to the IB.

7.4 Financial Recovery and Correction

In those instances where an irregularity necessitates the recovery of funds, the individual/organisation that identified the irregularity must ensure that the recovery procedures are initiated immediately.

It is pertinent to note that failure to apply rules and regulations can result in irregularities which in turn could result to financial corrections, which in certain cases may lead to a recovery of up to 100% of the payment. The applicable recovery rates will be determined in line with the guidelines issued by the European Commission and in terms of State Aid Regulations.

8 Information and Publicity

Beneficiary undertakings are responsible for ensuring proper visibility of interventions assisted through this Grant Scheme, part-financed by the European Union through the European Regional Development Fund 2021-2027.

All communication and publicity measures by Beneficiaries must acknowledge support from the European Union and the respective Fund in line with Section II 'Transparency of implementation of the Funds and communication on programmes' Article 50 and Annex IX of The Common Provision Regulation (EU) No. 2021/1060.

Visibility measures should be proportionate and reflect the scale of assistance and the nature of the project.

Beneficiaries are to seek the guidance of the IB prior to embarking on publicity and visibility actions. Failure to fully comply with the visibility and publicity requirements will result in financial corrections and loss of funds. The beneficiary is responsible to keep evidence of compliance such as copies of printed documentation, photographic evidence of participation at fairs, and of any commemorative publicity and posters affixed throughout the implementation of the project.

8.1 Commemorative Publicity

Permanent commemorative publicity shall be installed, within 1 month from completion of the investment project as follows:

- In a prominent site within the premises that is accessible to the general public, such as reception area
- In any section/area where any financed investment is located and/or affixed to the financed investment in case this is mobile.

Permanent publicity is to be produced as follows:

- **Dimensions:** Proportionate to the size of the operation and legible by passers-by, clients etc. However, the minimum size standard is A4 (0.210m × 0.297m)
- **Suggested background:** Copper, Bronze, Silver, Chrome, or Perspex
- **Fonts and Sizes:** Font in proportion to size of plaque. The beneficiary is to liaise with the Measures and Support Division to determine font type and size.

All logos and emblems can be downloaded from [here](#).



GOVERNMENT
OF MALTA



FONDI.eu

TITLE OF OPERATION

NAME OF SCHEME



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9 Durability

It is the beneficiary's responsibility to ensure compliance with the Durability requirements of assisted operations in line with the applicable Guidance Notes and the Grant Agreement, failure of which may result in recovery of funds.

- a) The beneficiary is to retain ownership of fixed assets purchased through EU funds and should ensure that the acquired assets are kept in good working order throughout and after the operation life and for the period as outlined in the applicable Guidance Notes.
- b) The beneficiary is to ensure that an asset comes with the appropriate warranties.
- c) If an asset is faulty and/or damaged it should be replaced at the supplier's or the beneficiary's expense – whether under guarantee or not – the replacement must perform the same function and be of the same or higher specifications as the asset being replaced.
- d) If any fault results in an asset, all documentation in relation to the repair must be kept and when that asset needs to be replaced, it is important that all documentation is kept in file.
- e) If an asset is replaced, both the old and new serial numbers must be retained.
- f) Relocation of an asset needs to be reflected in the inventory.
- g) The beneficiary shall ensure that the relevant publicity is present on project site (refer to [Section 8 – Information and Publicity](#)).
- h) If any equipment is stolen, the beneficiary concerned should prepare a technical report and report the incident to the Police, retaining a copy of the report issued by the latter. In such cases, the beneficiary is to replace such equipment.
- i) In the case of assets purchased through a subscription; evidence of all payments paid throughout the durability period shall be kept.

10 Data Protection

Data and information collected and held by the Measures and Support Division in relation to the financed action will be transferred to the Planning and Priorities Coordination Division and may also be transferred to official third parties in order to fulfil the Measures and Support Division's functions, in line with Community obligations according to law and in line with the provisions of 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) and any amendments thereof.

Information and any data provided by the potential beneficiaries and beneficiary will be used for the sole purpose for which they are intended, that is, (i) verification procedures; and (ii) evaluation and monitoring purposes in line with Regulation (EU) 2021/241. The data will not be used for any other means or for any other purpose that is incompatible with that for which the data is being collected.

In applying for assistance under this scheme, applicants will be giving authorisation to the Measures and Support Division to make enquiries and to carry out the necessary checks with the competent Authorities and Organisations to verify any information submitted in relation to the application.

Beneficiary Undertakings should ensure that they disclose factual and accurate data to the Measures and Support Division. The Beneficiary Undertaking has the right to access all the data relating to the grant issued in its name and may request the rectification of any incorrect data.

11 Contact Details

For more information regarding the *SME Enhance (de Minimis)*, kindly contact the Measures and Support Division.

Address: Measures and Support Division
The Oaks Business Centre, Block B
Farsons Street
Hamrun HMR1325

Telephone Number: 25552635

Email: msd.eufunds@gov.mt

Website: <https://fondi.eu/>

Annex I – Change in Project Manager Form



Change in Project Manager Form

I, (Name of Authorised Representative), as Authorised Representative on behalf of (Name of Beneficiary) as the Beneficiary, appoint (Name of new Project Manager) holder of ID card No. (ID No.) to the position of Project Manager in the stead of (Name of current Project Manager) for the investment project (Project Reference) effective as of (Date of new appointment).

The new Project Manager holds the position of (Insert Position within Enterprise) within the enterprise and may be contacted on (Insert Phone Number) and (Insert email Address).

_____ Name of Authorised Representative	_____ Signature	_____ Date
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_____ Name of New Project Manager	_____ Signature	_____ Date
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Annex II – Inventory Template

[illegible]

Annex III – Claim for Reimbursement – Documentation

The claim for reimbursement shall be accompanied by those documents identified for each sub-activity as per the respective sub-category in section 6.2:

- [Expenditure not exceeding a grant value of €144,000 \(excl VAT\)](#)
- [Items under the activity Equipment, Plant and Machinery \(ancillary items\) \(as identified in Section 2.3\(b\)\)](#)
- [Purchasing of Subscription-based Software](#)
- [Lease of Private Operational Premises](#)

together with the following documents:

- Claim for Reimbursement
- Checklist Annex to Claim for Reimbursement
- Progress/Final Implementation Report
- [Beneficiary Financial Identification Form](#) *(only to be submitted with the first claim for reimbursement, as long as same account details are retained)*
- [Supplier Detail Form](#) *(in those cases where bank account details of supplier are not included in the invoice)*
- Copy of [Inventory](#) *(as per provided template)*
- Copy of Separate Ledger Account or Record showing full details of expenditure *(as per [Section 7.2](#))*
- Copy of warranties *(if applicable)*
- Photographic Evidence *(of procured items; serial numbers and publicity)*
- Compliance Certificate/s issued by the Commissioner for Revenue (CfR) covering Income Tax, VAT and Final Settlement and of Social Security Contributions Compliance Certificates **issued not earlier than one month from the date** when respective claim for reimbursement is presented to the Measures and Support Division.
- Statement signed by Authorized Representative *specifying the following:*
 - (i) The expenditure to implement the action was actually incurred by the Undertaking and was not reimbursed or may be recoverable through other sources;
 - (ii) The expenditure satisfies the conditions that are outlined in the Grant Agreement;
 - (iii) The output (investment) is in place and set in operation within the duration of the project period being the timeline outlined in the Grant Agreement;
 - (iv) The Beneficiary has ensured that any rules governing accumulation of aid have been respected.

Annex IV – Evaluation Report – Specifications Grid

Sub-Activity:									
Tender Issued:	Yes			No					
Date of Tender:									
RFQ/Tender Deadline:									
	Chosen Supplier			Supplier 2			Supplier 3		
Name									
Price (excl VAT)									
Date of Quotation									
Technical Specifications									
Specification 1	Yes	No	Page	Yes	No	Page	Yes	No	Page
Specification 2	Yes	No	Page	Yes	No	Page	Yes	No	Page
Specification 3	Yes	No	Page	Yes	No	Page	Yes	No	Page
Specification 4	Yes	No	Page	Yes	No	Page	Yes	No	Page
Specification 5	Yes	No	Page	Yes	No	Page	Yes	No	Page
Specification 6	Yes	No	Page	Yes	No	Page	Yes	No	Page
Specification 7	Yes	No	Page	Yes	No	Page	Yes	No	Page

Annex V - Supplier Financial Identification Form

[illegible]

Annex VI – Beneficiary Financial Identification Form


Financial Identification Form – EU Funds
Formola ta' Identifikazzjoni – Fondi tal-UE
 EU Payments Unit
Part I

Business Name as Registered with VAT Dept. / Isem l-Kumpanja kif Irregistrata mad-Dipartiment tal-VAT	
Trading/Company Number and Name (if applicable) / Numru ta Registrazzjoni Tal-Kumpanja u Isem (jekk applikabbli)	
Address / Indirizz	
Town/City / Belt/Rahal	Post Code / Kodiċi Postali
Country / Pajjiż	VAT Reg. Number / Numru tar-Registrazzjoni tal-VAT
Telephone Number / Mobile Number Numru tal-Telefoni / Numru tal-Mowbajl	Identification Number (ID or Passport) Numru ta' Identifikazzjoni (ID jew Passaport)
Contact Person / Isem tal-Persuna li magħha għandu jsir kuntatt	
e-mail Address (generik) / Indirizz Elettroniku (generiku)	

Part II

Bank Account Holder / Isem tad-Detentur tal-Kont tal-Bank
Bank Name / Isem tal-Bank Kummerċjali
Branch Address / Indirizz tal-Fergħa tal-Bank Kummerċjali
Town/City and Post Code / Belt/Rahal u Kodiċi Postali
Country / Pajjiż
International Bank Account Number (IBAN) (compulsory) / Numru Internazzjonali tal-Kont Bankarju (IBAN) (obbligatorju)
Bank Identifier Code (BIC) / Kodiċi ta' Identifikazzjoni tal-Bank (BIC)

Part III

I the undersigned declare that all information filled herein and conferred to you is to the best of my knowledge and belief true, correct and complete. I understand and am fully aware that falsification of any information may jeopardise the validity of the payment issued thereon. I further declare that I have read and understood the details given on page 2 of this form, and unless otherwise directed, the above information may be used for future EU related payments.

Jien, hawn taht iffirmat, niddikjara li l-informazzjoni kollha mimlija hawn fuq u mogħtija, hija, sa fejn naf jien, vera, korretta u sħiħa. Jiena nifhem, u jiena konxju, illi falsifikazzjoni ta' kwalunkwe tip ta' informazzjoni tista tipperikola l-validità ta' pagamenti maħruġa fuq din l-informazzjoni. Niddikjara wkoll illi jiena qrajt u fihimt id-dettalji mogħtija fit-tieni pagna ta' din il-formola, u sakemm ma jkunx indikat mod ieħor, l-informazzjoni ta' hawn fuq tista' tintuża għal pagamenti futuri relatati mal-Fondi tal-UE.

Signature of Account Holder
Firma tad-Detentur tal-Kont

Date / Data
[compulsory / obbligatorja]

Signature of EU Payments Unit Representative
Firma tar-Rappreżentant tal-EU Payments Unit

Date/Data

Signature of Contracting Authority/FB* (as applicable)
Firma tal-Awtorità tal-Kuntratti/BA** (kif applikabbli)

Date/Data

* Final Beneficiary
** Benefiċjarju Aħħari



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