

Annex I

- (a) State Aid Declaration
- (b) Double Funding Declaration
- (c) Template of Tripartite Agreement.

Tripartite Agreement for the Award of a Post-Doctoral Grant
under the *Reach-High II Scholars Programme Scheme*

Ministry for Education and Sport.

1. Parties to this Agreement

This Agreement is entered into on the _____

Between:

- 1. The Government of Malta**, as herein represented by Ms. Silvana Caruana (ID: 246875M) in her capacity as the REACH HIGH II Scholars Programme – Post– Doctoral Scheme Project Leader (the “**Project Leader**” – Scholarships Unit – People Management Department within the Ministry for Education and Sport (“MES”)); and
- 2. The University of _____** (the “**Host Institution**”) as herein represented by _____ (ID: _____), in their capacity as _____; and
- 3. _____**, holder of Identity Card Number _____ and residing at _____ (the “**Post–Doctoral Researcher**”).

Agreement No: _____

2. Aims and Objectives of Research Project

- 2.1 The aims and objectives of the research project (the “Research Project”) for which the Post–Doctoral Researcher is receiving a Post–Doctoral Grant (the “Grant”) by virtue of the REACH HIGH II Scholars Programme are those specified in the Technical Statement of Proposed Work and Research Plan and the Programme of Work (Gantt chart for work programme, hereinafter the “Work Programme”) submitted with their REACH HIGH II Scholars Programme application on which they were interviewed and annexed with this Agreement as Annex II.
- 2.2 Save in exceptional situations duly substantiated by the Post–Doctoral Researcher and a potential new host institution, any changes to the Host Institution are not allowed.

3. Effective Date and Duration

- 3.1 The Grant is to support the Post-Doctoral Researcher to carry out and perform their duties faithfully and diligently on a full-time basis. The Post-Doctoral Researcher shall notify beforehand the Reach High II Board/Project Leader of any commitment of employment during the duration of their studies. **Any additional paid work undertaken alongside the full-time research must be part-time and must not exceed 20 hours per week. The Reach High II board may decide to halt the PDRA if found in breach of this clause.. Additionally,** should there not be a positive assessment from the academic mentor/supervisor the person responsible for the follow-up of the Post-Doctoral Researcher's activity or by the Host Institution (the "**Academic Mentor/supervisor**"). Failure to receive this information could lead to the non-continuation of the Grant. The duration of the Research Project is up to thirty five (35) months as specified on the Attestation Letter issued by the Host Institution. Projects with a duration of less than 35 months may, where duly justified and approved, be granted an extension¹. However, under no circumstances shall any extension result in a project continuing beyond 30 June 2029.
- 3.2 The implementation period of this Agreement shall come into force on _____ and shall remain in full force and effect until _____ (the "**Term**").
- 3.3 Under exceptional circumstances, the Term may be renewed, up to a maximum total term of thirty five (35) months, but in any case up to no later than 30th June 2029; provided that the awarding criteria are still met at the time of such renewal and Grant funds are available.
- 3.4 In furtherance of the foregoing, the Post-Doctoral Research no extensions are permitted beyond 30th June 2029. In case the research is less than thirty five (35) months, to request an extension by submitting a request to the MES Scholarships Unit, along with supporting documents demonstrating compliance with the following criteria:
- (a) An evaluation report submitted by the Academic Mentor /Supervisor and/or the Host Institution reporting on the researcher's work and their activities, which shall be attached to the agreement extension request; and
 - (b) The evaluation report mentioned above should include an update on the successfully-completed portion of the Work Programme by the Post-Doctoral Researcher, and the research work to be undertaken during the extension period.
- 3.5 The maximum grant awarded for any individual research project shall not exceed €200,000. The maximum project duration shall be thirty-five (35) months. Projects with a duration of less than 35 months may, where duly justified and approved, be granted an extension. However, under no circumstances shall any extension result in a project continuing beyond 30 June 2029.

4. Duties and Responsibilities

4.1 Pertaining to the Post-Doctoral Researcher

- (a) The Post-Doctoral Researcher is being awarded the Grant to carry out a post-doctoral independent focusing on emerging labour markets as part of the Malta' and E.U social agenda and as specified by the Reach High II Regulations 2026.¹
- (b) The Post-Doctoral Researcher may not change the objectives indicated in the Work Programme without consent of the Academic Mentor/Supervisor and/or the Host Institution. Any change should be communicated to the MES Scholarships Unit by the Post-Doctoral Researcher, together with an evaluation report of the Academic Mentor/Supervisor and the Host Institution supporting such change to the Work Programme.
- (c) The Post-Doctoral Researcher, *inter alia*, shall deliver:
 - (i) A minimum of three (3) publications in research journals throughout the duration of their Research Project. A copy of these must be sent in electronic format to the Reach High II Scholarships Unit [on reach-high.mes@gov.mt](mailto:reach-high.mes@gov.mt);
 - (ii) On completion of the Research Project, a write up on the research work carried out, shall be submitted to MES Scholarships Unit;
 - (iii) Relevant publications in international renowned journals, publications in conference proceedings, papers in international conferences, etc.;
 - (iv) The dissemination of results to public and private bodies and entities;
 - (v) Technical reports as applicable;
 - (vi) Patents, ISO (International Organisation for Standardization), new experimental devices, product standards derived from research results, plans and proposals for the improvement of offered services, innovative suggestions – proposals on resolving problems of production operators, instruments or protocols for monitoring or measuring variables in natural or man-made systems, pilot plants, etc. (where applicable);

¹ Reach High II 3rd call Regulations 2026.pdf

- (d) The Post-Doctoral Researcher shall ensure that:
- (i) All proposed publications arising from the research work must have the approval of the Academic Mentor/Supervisor prior to publication;
 - (ii) All publications and dissemination of results arising from the Research Project shall reflect the following acknowledgement: *'The research work disclosed in this publication is funded by the REACH HIGH II Scholars Programme. The project is co-funded by the European Union under ESF+ 2021-2027'*.
- (e) The Post-Doctoral Researcher shall disseminate the results of the Research Project widely and clearly acknowledge the European Union and national support in all communications or publications, in whatever form or whatever medium, including the Internet, as well as during activities for which the Grant is used.

4.2 Pertaining to the Host Institution

- (a) For the purpose of the Grant, the Host Institution is committed to provide the required continuous support to the Post-Doctoral Researcher as the beneficiary of the Grant.
- (b) The Host Institution is declaring that the Research Project will be carried out as full-time research work.
- (c) *Inter alia*, the Post-Doctoral Researcher is to avail themselves fully from the support of _____
[Higher Education Institution signatory to this agreement]
- (d) The Parties acknowledge that the Host Institution is responsible for the Academic Mentor/Supervisor. The Host Institution shall appoint an Academic Mentor/Supervisor who shall be responsible for supporting and mentoring the Post-Doctoral Researcher and ensuring that academic quality of the research produced throughout the duration of the awarded Grant. Save to exceptional situations duly substantiated by the Post-Doctoral Researcher and the Host Institution, any change to the Academic Mentor/Supervisor is not allowed.
- (e) MES acknowledges that the Host Institution has procedures whereby progress by the Post-Doctoral Researcher can be reviewed. Payments may be suspended should there not be a positive progress report from the Academic Mentor/Supervisor responsible person at the Host Institution in accordance with section 5.1 here below. The Parties agree that:

- (i) Failure to provide such information could lead to the non-continuation of the Grant; and
 - (ii) In the event of a negative evaluation of the Post-Doctoral Researcher's performance by the Academic Mentor/Supervisor responsible person as aforesaid will be presented to Reach High II Board for review, and this may result in the non-continuation of the Grant;
- (f) It is imperative that in the case of Research Project expenses such as registration, enrolment fees, tuition fees, training-based fees and lab fees paid by the Post-Doctoral Researcher, the Host Institution shall provide them with the original invoice and the original official receipt of payment or equivalent (i.e. receipted invoice where applicable).

5. Monitoring and Control

- 5.1 Monitoring of the Research Project is to be carried out by the Academic Mentor/Supervisor, or by the person responsible for the follow-up of the Post-Doctoral Researcher's activity at the Host Institution.
- 5.2 Approximately every six (6) months during the period of applicability of this Agreement, the Post-Doctoral Researcher shall request their Academic Mentor/Supervisor or such responsible person to submit to the Project Leader a report confirming progress on the Research Project, including feedback on agreed schedules, milestones and deliverables and research outputs of the Post-Doctoral Researcher.
- 5.3 The Research Project may be subject to monitoring and control actions by national and European bodies according to the applicable legislation – EU Regulations 2021/1060 and 2021/1057, as amended, updated or replaced from time to time. The Post-Doctoral Researcher shall be obliged to provide the information requested for such purpose, which information may also be used in evaluation studies.
- 5.4 In accordance with section 13.9 of the Reach High II Regulations, the Post-Doctoral Researcher shall be subject to a State Aid assessment, which shall be carried out on a case-by-case basis. The Post-Doctoral Researcher and the Host Institution must comply with any findings or conditions of this assessment. A declaration confirming this obligation is attached as Annex I hereof and forms part of this Agreement.

6. End and Cancellation of the Research Programme

- 6.1 The Academic Mentor/Supervisor shall submit a final report of the Post- Doctoral Researcher's activities to the MES Scholarships Unit. The report shall also contain the URL address of publications and scientific creations resulting from the activity.
- 6.2 Whenever the objectives of the Research Project are achieved before the end of the initially set deadline, payment of the Grant shall cease as from the conclusion of the Research Project work.
- 6.3 If the Post-Doctoral Researcher does not attain the objective set in the approved Work Programme or if their Research Project is cancelled by the Host Institution due to a serious violation of their duties at the Host Institution, MES may request the Post-Doctoral Researcher to refund the whole or part of the Grant already disbursed to them, as the Reach High II Board shall determine on a case-by-case basis.
- 6.4 Non-continuation of the Grant under section 4.2(e)(ii) hereabove shall result in the cancellation of the Grant.
- 6.5 If the Post-Doctoral Researcher, for any reason, discontinues their Research Project, they shall inform the MES Scholarships Unit in writing immediately. In such event, MES may request the Post-Doctoral Researcher to refund the whole or part of the Grant already disbursed to them, as the Reach High II Board Unit shall determine on a case-by-case basis.

7. Intellectual Property

- 7.1 Expressly excluding any Intellectual Property Rights (IPRs) relating to any background intellectual property ("Background IP") used in the implementation of the Research Project (being IP which is not a direct result of the Research Project, and which may pertain to the Host Institution, the Post-Doctoral Researcher or any third parties), the following shall apply:
 - (a) Any IP, including patents, directly arising from or derived from the Research Project work as funded by the Grant and carried out by the Post-Doctoral Researcher pursuant hereto ("Foreground IP") shall be covered by an Intellectual Property Rights (IPR) agreement that acknowledges that the research work carried out, is co-funded by the ESF+ 2021-2027;
 - (b) The ownership of any intellectual property rights to Foreground IP, including in respect of patents will be equally shared between the Government of Malta (50%) and the Post-Doctoral Researcher (50%).

- 7.2 Notwithstanding the foregoing, when relying on Background IP owned by the Host Institution for the purpose of the implementation of the Research Project, the Host Institution shall provide a license for them to use the required Background IP.
- 7.3 It is the responsibility of the Post-Doctoral Researcher to make sure that all intellectual property rights are safeguarded and that they act in an ethical and legal manner with respect to their, and other persons' intellectual property rights.

8. General Provisions

- 8.1 This Agreement, inclusive of its annexes constitutes the entire Agreement between the three named Parties in relation to the subject matter hereof.
- 8.2 Any amendment to this Agreement shall not be valid unless it is made in writing and signed by the Parties or their duly-authorised legal representatives.
- 8.3 If any provisions (or part of a provision) included in this Agreement is found to be illegal, void or unenforceable, in whole or in part, then such provision shall be severed from the rest of this Agreement and the remainder of the Agreement shall continue to have full force and effect for all intents and purposes of law.
- 8.4 The headings of the provisions of this Agreement are for reference purposes only and shall not affect the terms of this Agreement.
- 8.5 This Agreement is construed under, and governed by, the Laws of Malta and any disputes arising as a direct result of this Agreement shall be referred to the exclusive jurisdiction of the Courts of Malta.

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IN WITNESS WHEREOF this Agreement has been executed by each Party on the date written at the head of this document.

SIGNED by the Post-Doctoral Researcher -

Name in full: _____

Signature: _____

(To be signed by the Post-Doctoral Researcher or by the Post- Doctoral Researcher's Representative in possession of a Power of Attorney)

ID Card No. _____

SIGNED by Ms. Silvana Caruana in her capacity as Project Leader – REACH HIGH II Scholars Programme on behalf of the Government of Malta -

Signature: _____

ID Card No. 246875M _____

SIGNED, on behalf of the Host Institution:

Host Institution Name: _____

Signatory Name and Position: _____

Signature: _____

ID Card No. _____

SIGNED by Irene Bezzina as witness in her capacity as Project Administrator – REACH HIGH II Scholars Programme

Signature: _____

ID Card No. 5482 G _____

SIGNED by MES Legal Advisor, also as witness –

Name in full: _____

Signature: _____

ID Card No. _____