



DECISION 23/2025
OF THE GOVERNING BOARD OF
THE EUROPEAN INSTITUTE OF INNOVATION AND TECHNOLOGY (EIT)

ON AUTHORISING THE EIT DIRECTOR
TO SIGN A MEMORANDUM OF UNDERSTANDING
BETWEEN THE MALTESE GOVERNMENT AGENCY XJENZA AND THE EIT

THE GOVERNING BOARD OF THE EUROPEAN INSTITUTE OF INNOVATION AND TECHNOLOGY,

Having regard to Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 establishing the European Institute of Innovation and Technology¹, (hereinafter "EIT Regulation"), point 1 m) of Section 2 of the Statutes of the EIT, point 5 of Section 3 of the Statutes of the EIT and point 6 j) of Section 5 of the Statutes of the EIT as annexed to the EIT Regulation (hereafter "EIT Statutes");

Having regard to Decision (EU) 2021/820 of the European Parliament and of the Council of 20 May 2021 on the Strategic Innovation Agenda of the European Institute of Innovation and Technology (EIT) 2021-2027: Boosting the Innovation Talent and Capacity of Europe and repealing Decision No 1312/2013/EU (the "EIT SIA")², in particular, sections 3.2. "Increasing the regional impact of KICs" and 3.7. "Synergies and complementarities with other Union programmes" thereof;

Having regard to Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation³, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013;

Having regard to Council Decision (EU) 2021/764 of 10 May 2021 establishing the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation, and repealing Decision 2013/743/EU⁴, in particular the Pillar III section, read together with and Widening Participation and Strengthening the ERA sections of Annex I thereof;

Having regard to the Communication from the Commission to the European Parliament, the European Council, the Council, the European Economic and Social Committee and the Committee of the Regions "A Competitiveness Compass for the EU"⁵ and recommendations on bridging the innovation and productivity gap between the European Union and the best performing countries;

Having regard to the draft Memorandum of Understanding between Xjenza Malta and the European Institute of Innovation and Technology.

¹ OJ L 189, 28.5.2021, p. 61–90.

² OJ L 189, 28.5.2021, p. 91–118

³ OJ L 170, 12.5.2021, p. 1–68

⁴ OJ L 167I, 12.5.2021, p. 1–80

⁵ eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52025DC0030; COM(2025)30 final of 29.01.2025

WHEREAS:

- (1) In line with the EIT Statutes, the Governing Board of the EIT shall promote the EIT across the Union and globally, so as to raise its attractiveness, and for that purpose authorise the Director to sign memoranda of understanding with Member States, associated countries or other third countries;
- (2) The EIT signed the Memorandum of Understanding with the Ministry of Economic Development and Technology of the Republic of Poland⁶;
- (3) The EIT is now planning to sign a Memorandum of Understanding (hereinafter: "MoU") with the Xjenza Malta;
- (4) The Xjenza Malta is the Maltese Government Agency responsible for promoting and coordinating scientific research, technological innovation, and science communication in Malta. Xjenza Malta also acts as the National Contact Point for the European Union Framework Programmes for Research and Innovation;
- (5) Building on the findings of the interim evaluation of Horizon Europe's Innovative Europe Pillar the EIT proposes to scale-up its efforts to tackle Europe's innovation divide by launching a EIT Regional Innovation Booster (hereinafter: "RIB"), initially as a pilot (2026-2028). The EIT RIB will aim to propel a growing number of ventures from weaker innovation regions towards significant commercial success, by creating seamless entrepreneurial support pathways for the most promising local ventures, using existing initiatives, thereby decomplexifying and defragmenting Europe's startup and scaleup support landscape;
- (6) In line with these objectives, the draft MoU has been prepared between the Xjenza Malta and the EIT;
- (7) In the context of the preparation of the final text of the draft MoU for signature, it is necessary to foresee a possibility for the EIT Director to introduce non-substantial changes in the text. Such changes shall not affect the nature, objectives and scope of the draft MoU.
- (8) The Commission Representative in the EIT Governing Board gave their agreement to the adoption of the present decision.

HAS DECIDED AS FOLLOWS

Article 1
Authorisation of the EIT Director to sign the Memorandum of Understanding

The EIT Director is hereby authorised to sign the Memorandum of Understanding between Xjenza Malta and the European Institute of Innovation and Technology.

⁶ Ares(2025)3922904

Article 2
Entry into force

This decision shall enter into force on the day of its signature.

Done in Budapest on 24 November 2025⁷

Stefan Dobrev

Chairperson of the EIT Governing Board
[E-signed in ARES]

Annex 1. Draft Memorandum of Understanding between Xjenza Malta and the European Institute of Innovation and Technology

⁷ Adopted by means of written procedure.



MEMORANDUM OF UNDERSTANDING

between

Xjenza Malta

and

The European Institute of Innovation and Technology

Xjenza Malta, represented for the purpose of signing this Memorandum of Understanding (hereinafter referred to as "MoU") by its Chief Executive Officer, Silvio Scerri and

The European Institute of Innovation and Technology (hereinafter referred to as "EIT"), represented for the purpose of signing this MoU by its Director, Martin Kern,

hereinafter collectively referred to as the "Parties", or individually as the "Party",

Having regard to Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013¹,

¹ [OJ L170/1](#)

Having regard to Council Decision (EU) 2021/764 of 10 May 2021 establishing the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation, and repealing Decision 2013/743/EU, in particular the Pillar III section, read together with Widening Participation and Strengthening the ERA sections of Annex I thereof²,

Having regard to Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology (recast) (the “EIT Regulation”), and in particular, Annex I read together with Annex II thereof³,

Having regard to Decision (EU) 2021/820 of the European Parliament and of the Council of 20 May 2021 on the Strategic Innovation Agenda of the European Institute of Innovation and Technology (EIT) 2021-2027: Boosting the Innovation Talent and Capacity of Europe and repealing Decision No 1312/2013/EU (the “EIT SIA”), in particular, sections 3.2. “Increasing the regional impact of KICs” and 3.7. “Synergies and complementarities with other Union programmes” thereof⁴,

Having regard to provisions of the Warsaw Declaration on the strategic role of the future EU R&I framework programme adopted on the 11 March 2025 in Warsaw, Poland by the EU Ministers responsible for research under the Polish Presidency of the Council of the European Union, in particular its provisions stressing the relevance of the recent EU R&I framework programmes – Horizon 2020 and Horizon Europe, as well as the future framework programme as support instruments for an excellent and impactful R&I in order to boost competitiveness of the entire Union and economies of its Member States, thereof⁵,

Having regard to the Mario Draghi Report “The future of European competitiveness” as well as to the

² [OJ L167 I/1](#)

³ [OJ L189/61](#)

⁴ [OJ L189/91](#)

⁵ [warsaw-declaration_final.pdf](#)

Communication from the Commission to the European Parliament, the European Council, the Council, the European Economic and Social Committee and the Committee of the Regions of 29.1.2025 “A Competitiveness Compass for the EU” COM(2025)30 final and recommendations on bridging the innovation and productivity gap between the European Union and the best performing countries, thereof⁶,

Whereas:

- (i) Xjenza Malta is the Government Agency established by law and having its registered address at Villa Bighi, Dwaret Fra Giovanni Bichi, Kalkara KKR 1320, MALTA. It is responsible for promoting and coordinating scientific research, technological innovation, and science communication in Malta. Xjenza Malta also acts as the National Contact Point for the European Union Framework Programmes for Research and Innovation.
- (ii) The EIT, based in Budapest, is an integral part of the Horizon Europe Framework Programme for Research and Innovation. EIT is unique in its approach and distinctive from other European initiatives as it holistically supports the integration of education, research and business to address societal challenges. The EIT is an EU body, established in 2008, which has set up Knowledge and Innovation Communities (hereinafter referred to as the “EIT KICs”), each of them addressing a specific societal challenge. The EIT KICs are set up as Institutionalised European Partnerships. Within the EIT legislative framework, the EIT KICs have a large degree of autonomy to define their internal organisation and composition, as well as their precise agenda and working methods.
- (iii) The EIT Community is the EIT and the active community of all individuals and legal entities which benefited or benefit from the EIT financial contribution and support. The EIT Community has presence all over Europe with over 2,400 partners, spanning over 60 regional offices, the EIT Co-location Centres (CLCs), making it the largest innovation network in Europe. The EIT Community bridges the “gap” between research and market by strengthening the links between education, research and business (Knowledge Triangle Integration) and offering support across the entire innovation pipeline.

⁶ eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52025DC0030

- (iv) Against the backdrop of persisting regional disparities in innovation performance in Europe, the EIT launched a Regional Innovation Scheme (RIS) in 2014, steered by the EIT and implemented by the EIT KICs, to widen its regional outreach to emerging and moderate innovator countries and strengthen their innovation capacity at both national and regional level.
- (v) Building on the findings of the interim evaluation of Horizon Europe's Innovative Europe Pillar⁷, which recognised that the EIT had established itself as one of Horizon Europe's foremost innovation instruments tackling Europe's innovation divide, the EIT's Vision for the Future⁸, proposes to scale-up these efforts by launching a EIT Regional Innovation Booster (RIB), a bespoke support initiative aimed at boosting European innovation through better integration.
- (vi) The EIT RIB will employ several unique features which leverage the EIT's pan-European network, unparalleled flexibility and highly integrated position in less-developed regions with the central goal of propelling a growing number of ventures from these regions towards significant commercial success. It will aim to build, venture support ecosystems by plugging-in existing initiatives, present at the local, national and EU-level - including within the EIT Community - to create a seamless entrepreneurial support pathway for the most promising local ventures, thereby decomplexifying and defragmenting Europe's startup and scaleup support landscape.

⁷ Evaluation support study on Horizon Europe's contribution to a resilient Europe Final report phase 2:
<https://op.europa.eu/en/publication-detail/-/publication/1be13af7-5dd4-11ef-a8ba-01aa75ed71a1/language-en>.

⁸ EIT Governing Board Vision for a Competitive Europe - Leveraging Europe's Largest Innovation Ecosystem:
<https://eit.europa.eu/sites/default/files/2025-02/EIT%20Future%20Vision%20Paper%202025.pdf>

- (vii) Implementation modalities of the EIT RIB, which will be lead on the EIT's side by the EIT Cross-KIC Regional Innovations and Internationalisation Cluster, will be fully tailored to the needs of both the local ecosystems and the ventures supported, ensuring close linkages with the most pressing Research and Innovation Smart Specialisation Strategies thematic areas and offering, long-term, place-based support, including by leveraging the highly integrated network of EIT Community Hubs.
- (viii) Once fully rolled-out, the EIT RIB will be implemented in all EIT RIS-eligible countries on a country-by-country basis. In order to prove the concept and glean lessons learned to be reflected as part of the full implementation of the EIT RIB, the EIT will initiate a pilot in 2026-2028 in four countries, representing a balanced geographical and population size diversity. Malta has agreed to host and be part of the pilot of the EIT RIB in 2026-2028. The implementation of the EIT RIB pilot will be done in line with the EIT Legislative Framework and in full respect of equality of treatment.
- (ix) The Parties are equally convinced that Research and Innovation are the key drivers for Europe's sustainable growth and competitiveness. A closer integration of the startup and scaleup support landscape at both the local and EU-level is a key aspect which will support advancing the innovation performance of countries and their regions across Europe, and is a necessary preconditions to enhance Europe's performance in the global economic competition, thus ensuring the future wellbeing and resilience of our societies.
- (x) The Parties both support critical elements of the innovation chain. Their activities are mutually complementary and have huge potential to build upon each other's results and impact. As part of this cooperation, the Parties will identify potential synergies and complimentary activities focused on their mutual startup and scaleup support, including opportunities for co-funding, to serve towards creating a tailored entrepreneurial support pathway for Maltese ventures, with the joint ambition of delivering stronger impact, value, sustainable economic growth, jobs, better livelihoods and high multipliers on public investments.

Have agreed as follows:

Article 1

Purpose

1. The MoU has been agreed in recognition of the common interest of Xjenza Malta and EIT to cooperate in areas of mutual interest aimed at boosting the entrepreneurship, innovation and competitiveness of Malta and the EU. It aims to establish, define and promote a structured cooperation in accordance with and subject to their respective statutory tasks and powers under European Union law.
2. The MoU establishes, in particular, a cooperation framework between the Parties by outlining the implementation modalities of the EIT RIB pilot phase in Malta, based on mutually complimentary activities, and by setting the objectives and principles of such cooperation.
3. Nothing in this MoU will be construed as creating any legal partnership, joint venture, agency or employment relationship between the Parties, nor shall either Party have authority to act on behalf of or to bind the other Party in any way.
4. The MoU will not create any financial or non-financial advantage for Xjenza Malta or other Maltese entities in relation to other EIT RIB pilot countries (2026-2028) and eventually all EIT RIB-eligible countries (2029+), in so far as the tasks EIT is supposed to carry out in accordance with its legal base

Article 2

Areas of cooperation

The Parties agree to cooperate, in particular, in:

1. Collaborating in the organisation and coordination of the pilot phase of the EIT RIB in Malta, on the EIT's side via the EIT Cross-KIC Regional Innovations and Internationalisation Cluster:
 - Jointly organising and co-leading the pilot phase of the EIT RIB in Malta in 2026-2028.
 - EIT will, *inter alia*, facilitate the plug-in of EIT Community support schemes for the end beneficiaries of the EIT RIB in Malta.
 - Xjenza Malta will facilitate the plug-in of Maltese national support schemes for the end beneficiaries of the EIT RIB in Malta and seek alignment of the EIT RIB journey with other Maltese national stakeholders.
 - EIT will facilitate follow-up support from the EIT KICs' Business Creation and Support activities to end beneficiaries of the EIT RIB in Malta via a dedicated plug-in mechanism involving all active EIT KICs.
2. Ecosystem Analysis and Development:
 - Mapping the regional innovation ecosystem, identifying challenges, and analysing and illustrating the start-up journey in Malta.
 - Identifying key Maltese organisations and institutions that can provide comprehensive support to start-ups and the ecosystem.
 - Strengthening cooperation between the EIT Community and Maltese higher education institutions, research institutions, corporates, state-owned entities, NGOs as well as other relevant stakeholders in order to better integrate the ecosystem.
 - Increase visibility, promotion and recognition of Malta's innovation ecosystem on the international level.

3. Joint support to high-potential and deep-tech start-ups in Malta through the EIT RIB Pilot:

- The Parties agree to cooperate in identifying, selecting, and supporting high-potential start-ups and SMEs based in Malta through the EIT Regional Innovation Booster (RIB) pilot, with the aim of fostering sustainable growth, investment readiness, and competitiveness.
- The Parties shall jointly:
 - a. Identify and select highly promising start-ups and SMEs in line with the conditions set out in Annex V of the Horizon Europe Model Grant Agreement;
 - b. Provide, within available resources, tailored support in scalability, internationalisation, business development, partnership building, networking, promotion, and visibility across Europe;
 - c. Support start-ups in accessing additional funding opportunities from EU programmes, private investors, and other innovation financing mechanisms;
 - d. The Parties will jointly monitor and evaluate the supported start-ups' progress based on agreed Key Performance Indicators (KPIs) including market validation, investor readiness, and financial plausibility.

4. Joint support to high-potential innovative technologies and spin-outs:

- The Parties commit to promoting the commercialisation of innovative technologies and research outcomes in Malta, by supporting high-potential spin-outs and early-stage ventures within the EIT RIB Pilot framework.
- The Parties shall:
 - a. Identify and select research teams, spin-outs, and early-stage start-ups demonstrating strong potential for commercialisation and scalability in future;
 - b. Provide structured mentoring and technical assistance covering technical, market, financial, legal, and organisational feasibility to ensure sustainable business

formation;

- c. Offer, where feasible and within available resources, tailored support in market traction, investment readiness;
- d. Support spin-outs in progressing to subsequent growth and internationalisation stages under the EIT RIB framework, once core readiness criteria are met;
- e. If and when feasible, and within available resources, identify and select scale-up potentials for consideration by the EIT KICs as part of a talent pipeline towards plug-in support from the EIT KICs' Business Creation and Support activities.

5. Follow-up Support:

- An EIT Community-wide dedicated plug-in mechanism is currently being established with a view to offer plug-in follow-up support from the EIT KICs' Business Creation and Support activities to end beneficiaries of the EIT RIB pilot.
- Follow-up support from the EIT KICs' Business Creation and Support activities, via a dedicated plug-in mechanism, shall fully depend on the maturity, quality, and performance of start-ups and spin-outs graduating from the EIT RIB Pilot.
- This will be assessed on a case-by-case basis by the EIT KICs, which will also solely determine the nature and level of the investment offered.

6. Appointment of a joint EIT RIB Task Force and formulating its Terms of Governance:

- Establishing a joint EIT RIB Task Force composed of representatives of the EIT Cross-KIC Regional Innovations and Internationalisation Cluster, the Maltese national authorities, and, if necessary, other stakeholders.
- Mandating the joint EIT RIB Task Force with overseeing the implementation of the EIT RIB pilot phase in Malta until the end of 2028.
- Defining the RIB Task Force's Terms of Governance, including internal process, roles,

responsibilities, dispute resolution and defining any legal and compliance considerations, including defining ownership and usage rights for any intellectual property generated within the EIT RIB as well as establishing guidelines for the secure handling of data and information, in compliance with the applicable data protection rules.

- Setting up regular meetings of the RIB Task Force and progress reviews to ensure alignment of the RIB with strategic goals.
- The detailed Terms of Governance, including provisions on intellectual property ownership, data handling and other legal compliance matters, shall be agreed by the Parties in writing.
- Until such Terms of Governance are agreed, no intellectual property, results or data generated within the EIT RIB pilot will be deemed jointly owned. Each Party will retain ownership of its pre-existing intellectual property and data. Any exchange of personal data will occur in compliance with applicable data protection laws, and each Party will act as an independent data controller unless otherwise agreed in writing.

7. Knowledge Sharing and Best Practices:

- Facilitating continuous exchange of insights, case studies, and lessons learned with a special focus on the Maltese innovation ecosystem.
- Ensuring alignment and synergies with other national and European innovation programmes and frameworks, including the European Innovation Council.

8. Joint Communication Strategy:

- Organising collaborative communication efforts within the EIT areas of competence, including joint events, publications, and social media content.
- Elaborating a brand and jointly, actively promoting the visibility as well as securing the international recognition of the EIT RIB, both in Malta and internationally, as a co-lead

initiative, including its innovation community impact and results.

9. EIT RIB Performance Monitoring and KPI Tracking:

- Setting clear and fit for purpose key performance indicators (KPIs) to measure jointly achieved results and success under the EIT RIB, aligned with the Horizon Europe and EIT Impact Frameworks, focusing on collaboration outcomes, stakeholder engagement and ecosystem development.
- Conducting periodic assessments and impact evaluations of the EIT RIB's performance in Malta according to the international recognised standards and practices.

The specific KPIs shall be mutually agreed by both parties and remain indicative in nature.

Article 3
Exchange of information

1. The Parties agree to cooperate in exchanging information:

- Necessary to implement the activities under the EIT RIB pilot, in compliance with the applicable data protection rules.
- Regulatory updates which are relevant for the innovation ecosystem, as well as market insights such as regional challenges and opportunities for growth.
- Best practices from the region and other innovation ecosystems.
- Performance data and progress reports.

In their exchange of information, the Parties commit to ensure compliance with EU and national regulations as well as ethical standards.

2. This exchange of information or experience provided for in this MoU shall be in line with the information shared with the network of EIT National Contact Points and / or the EIT Member States

Representative Group.

3. This article is without prejudice to any applicable confidentiality rules.
4. Where the information exchanged falls under specific Union programmes or funding instruments, the rules of those programmes shall apply.

Article 4 **Confidentiality and Security**

1. The Parties agree not to use the information provided by the other Party for any purpose other than the implementation of this MoU.
2. Whenever requested by the other Party, the Parties agree to keep confidential any information, document or other material provided by the other Party and not to disclose it to third parties without a prior written consent of the other Party.
3. Each Party shall ensure that information provided or exchanged under this MoU is protected according to their respective security rules and principles.
4. The Party supplying the information will be responsible for the choice of the appropriate confidentiality level for the information and shall ensure that the level is clearly indicated. The receiving Party will take appropriate measures to ensure the required level of protection.
5. Where information originating from third parties is exchanged in the context of this MoU, the Parties shall handle such information with the same level of confidentiality and protection as

information shared directly between the Parties, and always in compliance with applicable EU and national data protection laws.

6. This article is without prejudice to applicable European Union and national regulations governing access to public information.

Article 5 Expenses

1. The Parties shall bear their own expenses which may arise when implementing the present MoU.
2. This MoU does not create any financial obligation for the Parties. Any co-funding or financial contributions or commitments by the Parties shall be subject to the availability of resources, internal procedures including prior budgetary approval, and the prior written agreement of the Parties.
3. Neither Party will have the authority to incur expenses, make commitments, or assume obligations on behalf of the other Party unless expressly agreed in writing.

Article 6 Contact points

1. Each Party shall establish a contact point to coordinate the cooperation with the other Party. The contact points shall maintain mutual and regular exchange of information and consultation on the cooperation activities undertaken, on projects of mutual interest that may be jointly implemented and on all other matters of common interest falling under the present MoU.

2. In case a Party would need to update the details of its contact point, it should duly inform the other party, in writing, of any changes, as soon as possible.

Article 7 Evaluation of cooperation

On an annual basis, the Parties will jointly assess the progress made in the implementation of this MoU and discuss adjustments in the cooperation activities.

Article 8 Settlement of disputes

Any disputes which may emerge in connection with the interpretation or application of the present MoU shall be settled by means of consultations and negotiations between representatives of the Parties.

Article 9 Amendments and supplements to the MoU

1. This MoU may be amended or supplemented at any time by mutual consent between the Parties.
2. All amendments and supplements shall be done in writing. They will enter into force on the date on which they are signed by the last Party.
3. This MoU may be terminated in writing by either Party by giving a minimum of three months'

notice, unless the Parties agree otherwise in writing.

Article 10

Entry into force, duration and termination

This MoU enters into force on the day following its signature by both Parties.

It shall remain in force until 31 December 2028, unless terminated by joint agreement, or by one Party, giving at least three (3) months prior written notification to the other Party.

As a legally non-binding document, the MoU is subject to the overall EU legal framework, in particular, those listed in this MoU. Consequently, nothing in this MoU can be interpreted in a way that is contrary to these legal acts.

<i>For Xjenza Malta:</i>
.....
Silvio Scerri Chief Executive Officer Xjenza Malta

Done in
Budapest, on 25
November 2025,
in duplicate
copy, in the
English
language.

<i>For the European Institute of Innovation and Technology:</i>
.....
Martin Kern Director European Institute of Innovation and Technology