



Transport Malta

Malta Transport Centre,
Triq Pantar, Hal Lija, LJA 2021
Malta

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This Agreement (the “**Agreement**”), entered on the ____ day of _____ of the year two thousand and twenty one (2021)

BETWEEN:-

On the First Part, the Authority for Transport In Malta, established by the Authority for Transport in Malta Act, Chapter 499 of the Laws of Malta, with its offices situated at Triq Pantar, Hal-Lija, LJA 2021, Malta, hereon represented by _____, holder of I.D. Card Number _____, in his capacity as Chairman and Chief Executive Officer (hereinafter also referred to as the ‘Authority’ or ‘Transport Malta’); and

On the Second Part, --- Local Council, hereon represented by M- -----, holder of I.D. Card Number -----, in h-- capacity as Mayor, and M- -----, holder of I.D. Card Number -----, in h-- capacity as Executive Secretary, (hereinafter also referred to as ‘Local Council’ or ‘LC’).

Hereinafter, individually also referred to as a “**Party**” and collectively as “**the Parties**”;

WHEREAS Transport Malta launched a Competition in 2021, entitled “Permanent Sustainable Mobility Measures Competition” as part of the European Mobility Week 2021, whereby Local Councils in Malta and Gozo were invited to submit permanent measure proposals to be considered for funding by Transport Malta;

WHEREAS ---- Local Council was one of the winning proposals for the grant allocated for the “Permanent Sustainable Mobility Measures Competition” for the year 2021, with the Application entitled ----;

WHEREAS The Parties wish to enter into this Agreement to regulate the relationship between them and establish the terms for implementation of the measure and the relevant funding;

WHEREAS the Parties are attaching to this Agreement the “Disbursement Schedule” marked as Annex DS, which schedule shall constitute an integral part of this Agreement.



NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. TERMS

1.1. The Local Council warrants to abide by all the terms and conditions listed in the manual attached hereto and marked as Annex M (hereinafter also referred to as the “Manual”) and its relative annexes; this Agreement; and in the plan for the implementation of the measure, in their entirety, as stated in Annex 1 to this Agreement, which shall include; any details or descriptions of the Permanent Sustainable Mobility Measure, data collection, measure implementation, measure budget, communication strategy and timeframes. Failure of the Local Council to abide by any of the terms and conditions listed in this clause shall be deemed as a material breach of this Agreement by the Local Council, and the provisions of the Manual shall apply;

1.2. The Local Council shall be responsible to implement all measure components stated in Annex 1, in accordance with the terms of this Agreement, the Manual and the Disbursement Schedule.

1.3. The Local Council shall request the prior consent of Transport Malta in writing before implementing any changes or variations to Annex 1, which consent may be withheld by the Authority, with or without giving a reason.

1.4. The Local Council shall be entitled to a maximum grant of --- Euro (€---), hereinafter referred to as the “Grant” which shall be paid by Transport Malta, in accordance with the terms of this Agreement.

1.5. In the eventuality that the measure requires a budget which exceeds the Grant to be fully implemented, the Local Council shall be responsible to secure such funding and implement the measure. In the eventuality that the Local Council fails to secure additional funding and subsequently fails to implement the measure, Transport Malta shall enjoy the right to, in its sole discretion, revoke the Grant and the Local Council shall be liable to pay back any portion of the Grant allocated.

1.6. Any funds related to the implementation of the Permanent Sustainable Mobility Measure granted by Transport Malta to the Local Council shall be utilised appropriately and solely for the implementation of this measure by the Local Council. Incorrect and/or improper use of funds shall be deemed as a material breach of this agreement. The Local Council shall be held liable in the eventuality of incorrect and/or inappropriate use of funds and Transport Malta shall have the right to impose a penalty, which shall in no case be of greater amount than the Grant.



1.7. The Local Council shall implement the measure by not later than twelve (12) months from the signing of this agreement, unless agreed otherwise by both parties, in writing. Failure to complete implementation of the measure or submit the required documentation to the Authority within any stipulated deadline shall allow for disqualification and revocation of the Grant in part or in full by Transport Malta, as in its sole discretion the Authority shall deem fit.

1.8. Service-related measures implemented by the Local Council must be initiated within the first twelve (12) months after the signing of this agreement and must be implemented for a minimum operational period of twelve (12) months.

1.9. Further to any rights which Transport Malta may have on the retraction of funding (the Grant) and penalties, Transport Malta also reserves the right to:

- i. Disqualify Applicants, unilaterally terminate this Agreement and proceed to the subsequent preferred Applicant; and/or
- ii. Deduct ten percent (10%) of the total funding,

And this in the eventuality of any breach of any of the terms and conditions listed in the Manual and this Agreement including their annexes, including but not limited to the following eventualities:

- a) The Final Results Report is not submitted within three months following the deadline for measure implementation;
- b) The disseminated promotional material does not carry the correct logos as specified by Transport Malta;
- c) Any deadlines specified in this agreement or in writing by the Authority are not adhered to.

1.10. The Local Council shall be responsible for the implementation of the Permanent measure stated in Annex 1 and shall do so in accordance with the Laws of Malta, including but not limited to Public Procurement Regulations and any permits required;

1.11. The Local Council shall be responsible for providing Transport Malta with any information or reporting required in accordance with the terms of this agreement.



2. REPORTING REQUIREMENTS

2.1. Within three months from the deadline for measure implementation, together with the request for final payment, the Local Council shall submit to Transport Malta a final results report which shall include all data gathered throughout the measure implementation period.

2.2. Transport Malta reserves the right to request reports from the Local Council on measure implementation throughout the term of this agreement, as in its sole discretion the Authority shall deem fit.

2.3. Reports shall include all data gathered by the Local Council in relation to the implementation of all measure components, including but not limited to research findings, data collected, use of goods purchased, services provided, statistics, photographic images and others.

2.4. Any report submitted by the Local Council is subject to verification and validation by Transport Malta.

2.5. In the eventuality that the Local Council does not provide Transport Malta with the required reporting and implementation, Transport Malta shall reserve to impose a penalty, which shall in no case be of greater amount than the grant.

3. FUNDING TERMS

3.1. The Local Council shall be entitled to a maximum Grant of ----- Thousand Euro (€-----) as the ----- of the Permanent Sustainable Mobility Measures Competition. The grant may be claimed as follows;

1. Upon the signing of this agreement, the Local Council shall be entitled to an advance payment of --- Euro (€-----) for implementation of the Measure.
2. The remaining ----- Euro (€----) may be claimed by the Local Council through reimbursement, upon the provision of a request for Final Payment from the Local Council to the Authority which shall include;



- i. Copies of Contracts/ Purchase Orders contracted for the implementation of the measure;
- ii. Copies of VAT Invoices and receipts charged on the project;
- iii. Proof of payment of the invoices (bank statements/ copies of cheques)
- iv. Photographs of completed works, equipment, installations and/ or services;
- v. Copies of the marketing material produced and distributed as part of the implemented measure, as prior approved by Transport Malta;
- vi. Final Results Report including any data collected prior to and during the operation of the measure; and
- vii. Any other documentation required by Transport Malta in relation to implementation of the measure, which shall be subject to validation by Transport Malta.

In submitting the said documentation, time is of the essence.

3.2. The Grant may be used for reimbursement of the following fees and/or expenses;

1. Equipment which must be proven to be fully necessary for the operation of the measure;
2. Lease of equipment in case of piloted services approved by Transport Malta;
3. Permanently fixed infrastructure related to sustainable mobility;
4. Software and Software Licenses, proven to be essential for the operation of the measure;
5. External expert fees, required for measure implementation;
6. Permits required for measure implementation;
7. Marketing material, including but not limited to design, printing, publications, leaflets and setting up of webpages, however the appropriate logos as directed by Transport Malta must be given prominence in the material published;
8. Data Collection and Reporting;
9. Any other costs and/ or expenses as authorised by Transport Malta in writing.

3.3. Staff costs for personnel employed by the Local Council shall not be eligible for this grant.

4. TERM AND TERMINATION

4.1. The term of this Agreement shall start upon the effective date and unless terminated by the Authority in terms of the Manual and this Agreement or otherwise agreed through mutual agreement in writing, shall continue in full force and effect for a duration of one (1) year from the Effective Date.

4.2. Transport Malta retains the right to extend the duration of the agreement if it in its sole discretion it deems so necessary.



4.3. Transport Malta is entitled to terminate this Agreement with immediate effect at any time and impose a penalty, which shall in no case be greater than the amount of the grant, by written notice to the Local Council if a breach of the Manual or this Agreement has been committed by the Local Council and has not been rectified within ten (10) days or such longer period as reasonable and justifiable in the circumstances of written notification of such breach by Transport Malta to the Local Council via email or post.

4.4. In the event of proven inappropriate and/or improper use of funds by the Local Council, Transport Malta shall bear the right to terminate this Agreement immediately.

4.5. In the event of termination according to Sub-clauses 4.3 and 4.4, Transport Malta shall be entitled to claim from the Local Council such portion of the Grant already paid by Transport.

4.6. Notices tendered in terms of Sub-clauses 4.3 and 4.4 shall contain reasonably detailed information of the event of default to enable the defaulting party to fully understand the nature of the default and seek to remedy it within the time-frame provided by the Authority.

4.7. Termination under this Clause 4 (Term and Termination) will be without prejudice to any legal rights or obligations that may already have arisen. All provisions of this Agreement which should by implication survive its expiry or early termination shall do so.

5. CONFIDENTIALITY

5.1. All and any information and documentation which either Party to this Agreement may have imparted and may from time to time impart to the other Party is proprietary and confidential, apart from that which is, or through no fault of either party becomes, public knowledge; and shall not at any time during or after the expiry or termination of this Agreement be disclosed, whether directly or indirectly, to any third party without the prior written consent of the Party owner of such information or documentation or unless otherwise provided by Law or mutually agreed by the Parties in writing.



6. REPRESENTATIONS AND UNDERTAKINGS

6.1. Each Party undertakes that this Agreement has been duly authorised by it and each Party undertakes to furnish to the other party a copy of any such authorisation on request.

6.2. The Parties undertake that any changes to this agreement shall become enforceable through an addendum in writing, which shall be duly dated, signed by both Parties and affixed to this agreement.

7. NOTICES

7.1. Any notice which any Party is required or desires to give or deliver to or make upon the other Party, shall be in writing in the English language and delivered by hand or through mail/ electronic mail to the addresses of the Parties set out in this clause.

7.2. The address of each Party is set out below:

- i. Transport Malta:

Attn:

Address: Authority for Transport in Malta, Malta Transport Centre Triq il-Pantar Lija LJA2021

Email:

- ii. The Local Council:

Attn: ---

Address: ---

Email: ---

7.3. Any notice shall be deemed effective in the following manner:

- i. in the case of notice sent by mail, not later than forty-eight (48) hours after posting; and
- ii. instantly upon being sent by email transmission provided this is confirmed by a read receipt.

7.4. Any change in address by a party is to be notified to the other party in writing.



8. SEVERANCE

8.1. The Provisions of this Agreement shall be severable and distinct from one another and if one or more of those provisions is unenforceable or invalid, the remaining provisions shall remain in full force and continue unaffected thereby. If any provision which is held to be unenforceable or invalid, would be enforceable or valid if part of its wording were deleted, the relevant provision shall apply with such deletion as is necessary to make it enforceable and/ or valid (as applicable).

9. ENTIRE AGREEMENT

9.1. This Agreement and the Manual, together with any Annexes and addenda, constitute the whole and only agreement between Transport Malta and the Local Council in relation to the services specified in this Agreement, and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever whether or not in writing, relating thereto, with the exception of the Application Form submitted by the Local Council for the “Permanent Sustainable Mobility Measures Competition” 2021 and commitment form thereto. Each Party acknowledges that in entering into this agreement it is not relying upon any statement that is not set out in this Agreement, Annexes, addenda or the Manual. Neither Party shall have any right of action against the other party to this Agreement arising out of or in connection with any statement except in the case of fraud or to the extent repeated in this Agreement.

10. ASSIGNMENT

10.1. The Parties agree that the Local Council may not assign or transfer any of its rights or obligations under this Agreement.



11. JURISDICTION AND GOVERNING LAW

11.1. In the event of dispute, the Parties shall primarily seek to resolve any disputes in an amicable manner. Should this fail, the Parties shall irrevocably submit to the jurisdiction of the Courts of Malta, and all related appellate courts, shall have exclusive jurisdiction to hear and settle any suit, action, proceeding or other dispute arising out of or relating to this Agreement, and submit themselves and their property to the jurisdiction of the foregoing courts with respect to such suit, action, proceeding or other dispute, hereby waiving any other jurisdictions which may be available thereto by reason of domicile or otherwise.

11.2. This Agreement shall be governed by, and construed in all respects, in accordance with the Laws of Malta.

12. EXECUTION

12.1. This Agreement is being signed in three (3) originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

_____ Chairman and CEO of **Transport Malta**

_____ Mayor ---- **Local Council**

_____ Executive Secretary ---- **Local Council**