



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-three (2023)

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 Chief Executive Officer (hereinafter also referred to as the ‘Authority’, ‘Transport Malta’ or the “First Party”); 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’); and _____(NGO), VO Number _____, represented by M_ _____, holder of I.D. Card Number _____, in h__ capacity as President and _____Regional Council, represented by M_ _____, holder of I.D. Card Number _____, in h__ capacity as President (hereinafter jointly and severally between them also referred to as the “Second Party”).

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

WHEREAS Transport Malta launched a competition in 2023, whereby applicants in Malta and Gozo were encouraged to organise Small Events and Activities during the EUROPEANMOBILITYWEEK;

WHEREAS the Second Party submitted one of the winning proposals for the grant offered in terms of the Competition Manual that is hereby being annexed and marked as **Annex M**, hereinafter also referred to as the “Manual”;

WHEREAS the Parties wish to enter into this Agreement to regulate the relationship between them and establish the terms for implementation of the Small Events and Activities and the relevant funding.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. TERMS

1.1. The Second Party 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 and this Agreement and its relevant annexes. Failure of the Second Party to abide by any of the terms and conditions listed in documents referred to in this clause shall be deemed as a material breach of this Agreement by the Local Council, and the provisions of the Manual and, or the Agreement shall apply;

1.2. The Second Party shall be responsible to implement the Small events and Activities in terms of the Manual, its Application (**Annex IS**), the terms of this Agreement, and its annexes.

1.3. The Second Party shall request the prior consent of Transport Malta in writing before implementing any changes or variations to Annex IS, which consent may be withheld by the Authority, with or without giving a reason. Failure to request consent and/or failure to implement the measure in a manner which is not consistent with this Agreement and its annexes may lead to the nullity of this Agreement and the revocation of the grant. In such case, the Second Party shall immediately refund the grant or any part thereof paid to it by the said date,



1.4. The Second Party 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 proposed Small Events and Activities require a budget which exceeds the grant to be fully implemented, the Second Party shall be responsible to secure such funding and implement the Small Events and Activities. In the eventuality that the Second Party fails to secure additional funding and subsequently fails to hold the events and activities, Transport Malta shall enjoy the right to, in its sole discretion, revoke the grant and the Second Party shall be liable to pay back any portion of the grant allocated.

1.6. Incorrect and/or improper use of funds shall be deemed as a material breach of this agreement. The Second Party 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 Second Party shall implement the Small Events and Activities in terms of the Manual, this Agreement and its annexes. Failure to complete implementation or submit the required documentation to the Authority (in terms of this Agreement or subsequent direction issued by 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. Further to any rights which Transport Malta may have on the retraction and deduction of funding and imposition of penalties, Transport Malta also reserves the right to disqualify Applicants, unilaterally terminate this Agreement and proceed to the subsequent preferred applicant, and this in the eventuality of any breach of any of the terms and conditions listed in the Manual and this Agreement and their annexes, including but not limited to the following eventualities:

- a) The terms stipulated in Annex IS are not respected;
- b) Any deadlines specified in this Agreement (including its annexes) or in writing by the Authority are not adhered to.

1.9. The Second Party shall be responsible for the implementation of the proposal stated in Annex IS and shall do so in accordance with the Laws of Malta, including but not limited to any permits required;

1.10. The Second Party 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. Transport Malta reserves the right to request reports from the Second Party on the proposed Small Events and Activities, throughout the term of this agreement, as in its sole discretion the Authority shall deem fit.

2.2. In the eventuality that the Second Party does not provide Transport Malta with the required reporting and implementation, Transport Malta shall reserve to impose any of the sanctions listed in this Agreement, the Manual and their annexes. This penalty shall not be subject to abatement by any Court or Tribunal



3. GRANT AGREEMENT AND PAYMENT

3.1. The Second Party shall be entitled to a maximum Grant of _____ Thousand Euro (€ _____). This Grant may be used in terms of the Manual and the Second Party's application, including its annexes.

The grant shall be reimbursed by Transport Malta upon receipt of a Request for Payment and supporting documentation as clearly indicated under clause 3.6 of the Competition Manual (Annex M). Additionally, funding may also be deducted as per Clause 3.7 of the Manual.

4. TERM AND TERMINATION

4.1. Transport Malta is entitled to terminate this Agreement with immediate effect at any time and impose any sanction that may become due in terms of the Manual, the Agreement or their annexes, by written notice to the Second Party, if a breach of the Manual or this Agreement including their Annexes has been committed by the Second Party 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 Second Party via email or post. .

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

4.3. In the event of such termination, Transport Malta shall be entitled to immediately claim from the Second Party such portion of the grant already paid by Transport, and this without prejudice to any other right or remedy it enjoys at law or in terms of this Agreement.



4.4. Notices tendered in terms of this Agreement 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 timeframe provided by the Authority.

4.5. 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: Ms. Cynthia Fiteni

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

Email: cynthia.fiteni.3@transport.gov.mt

- ii. The Second Party:

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 otherwise 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 Second Party in relation to the services specified in this Agreement, and supersedes and extinguishes 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 Second Party 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, the Manual or any Annexes, addenda. 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 Second Party 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. MISCELLANEOUS

12.1 Any right or remedy enjoyed by the Authority at law or in terms of this Agreement and its annexes shall be cumulative and in addition to other rights enjoyed by the said Authority, and not to the exclusion of such other rights or remedies.



13. EXECUTION

13.1. 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.

_____ CEO of **Transport Malta**

_____ Mayor - _____ **Local Council**

_____ Executive Secretary - _____ **Local Council**

_____ President - _____ **NGO**

_____ President- _____ **Regional Council**

13. ANNEXES

Annex IS Implementation Schedule

Annex M Competition Manual