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Contract for Service

An agreement entered into on 18 May 2022

between

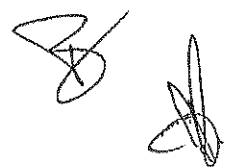
the Ministry for Foreign and European Affairs and Trade

as herein represented by the Permanent Secretary

and

Mr Raymond Attard
(Identity Card Number)

(hereinafter referred to as the 'Contractee') *l*

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

CONTRACT FOR THE PROVISION OF SERVICE

Ministry for Foreign and European Affairs and Trade

An agreement is being entered into between Mr Raymond Attard (Identity Card Number _____) of _____; hereunder referred to as the Contractee, and the Permanent Secretary at the Ministry for Foreign and European Affairs and Trade, by virtue of which the Contractee shall be required to provide services as described in Article 1 hereunder to the Ministry for Foreign and European Affairs and Trade, hereinafter referred to as the Contracting Authority.

NOW THEREFORE: in consideration of the mutual terms and conditions herein contained, the parties have agreed to bind themselves as follows:

1. Assignment of Duties and Responsibilities

The Contractee shall to the best of his abilities provide the services of a Photographer and Videographer to the Ministry for Foreign and European Affairs and Trade which include:

- i. Attend for any event or meeting as requested by the Minister, Permanent Secretary or their delegate only, and give precedence to the activities of the Ministry over any other engagement that the Contractee might be asked to attend to.
- ii. Take full resolution photos using own professional equipment, which are edited and provided water-mark free. It is important that photos shall be sent to the end user not later than one-hour from the end of the activity.
- iii. Production and post-production of video clips, using own professional equipment, as discussed with any of the officers mentioned in (i) above, and provide such within the set timeframe. It is important that deadlines indicated by the Contracting Authority are adhered to.
- iv. Provide coded stock photography and videography for every event in which the services of the Contractee are required, to the officers mentioned in (i) above.
- v. Cater for any other request related to the abovementioned services, as required from time to time.

2. Effective Date and Duration

This agreement shall be for the period from the 1 May 2022 to the 30 April 2023.

3. Payment

The Contractee shall be paid up to a maximum of EUR 3,200 per month (excluding VAT) for the duration of the contract, working up to Thirty (30) hours of service per week at the rate of EUR 24.61 per hour (excluding VAT).



Payment for the service shall be in arrears against the issue of a request for payment for the hours worked and a breakdown of the services rendered by the Contractee, followed by the issue of a VAT receipt by the Contractee upon receipt of payment. To this effect, the Contractee shall send a signed attendance sheet or a signed detailed record of work performed endorsed by top management.

4. Applicable Terms and Conditions

- (i) The Contractee shall conform to applicable general Government rules and regulations in force from time to time.
- (ii) For the duration of the Agreement, the Contractee shall, in all respects, abide by any instructions, directions, directives, rules or regulations as given or as may be issued from time to time by the Permanent Secretary, Ministry for Foreign and European Affairs and Trade to the Contractee and as concerning any matter related to such duties.
- (iii) This Agreement shall not create any employment relationship between the parties to this contract for the provision of services.
- (iv) The Contractee shall provide the Ministry for Foreign and European Affairs and Trade with a timely update, in such manner as may be requested by the Ministry, in relation to any or all the contracted services which are provided in terms of this contract.
- (v) The Contractee undertakes to perform duties to the best of his ability, commitment and endeavour.
- (vi) The Contractee shall be directly answerable to the Permanent Secretary, Ministry for Foreign and European Affairs and Trade or his delegated appointee.

5. Confidentiality

5.1 The Contractee undertakes to the Contracting Authority that during the term of the contract, including any renewals or extensions thereof, or afterwards, it will not:

5.1.1 disclose to anyone except to someone authorized by the Contracting Authority to know; or

5.1.2 use for his own purpose or for any other purpose except those of the Contracting Authority; or

5.1.3 through any failure to exercise all due care and diligence cause any unauthorized disclosure of any confidential or politically sensitive information of the Contracting Authority and "know-how" relating to the Contracting Authority's projects, or the working of any of the processes or inventions it owns or uses, details of his research projects (including their organization and staff involved), lists or details of customers, prices or commercial relationships or negotiations or which he has obtained by virtue of its contract or in respect of which the Contracting Authority is bound by an obligation of confidence to a third Party.

This restriction shall only cease to apply to information of knowledge which becomes available to the Public generally otherwise than by the Contractee's default, but will not at any time apply to any information which, by virtue of his contract, becomes part of his own skills and knowledge and, apart from the provisions of this Contract, could lawfully be used by him for that purpose.



5.2 The Contractee consents and agrees to submit to and fully cooperate with any security clearances or checks by the Contracting Authority or any other governmental or non-governmental agency as the Contracting Authority may select to conduct such security clearance on its behalf; and

5.3 Deliver up to the Contracting Authority on request, from time to time, and on termination of his contract, return all notes and records (including copies) made by the Contractee relating to his work for the Contracting Authority, and all other material in his possession or under his control, containing confidential information about the Contracting Authority.

5.4 All computer programmes or systems developed or generated by or as a result of the Contractee's official duties, or by the use of (the Contracting Authority's) hardware or software, or during the Contractee's officially billed hours, will be the property of the Contracting Authority and not the Contractee's.

5.5 For the duration of this contract, the Contractee is prohibited from being interested, directly or indirectly, in any manner and for whatever reason, in any business likely to be against the interests and/or the activity of the Contracting Authority.

5.6 The obligation of confidentiality shall remain in force after the termination of the Contractee's duties and this, without limitation of duration.

5.7 The Contractee shall at the end of this contract, return all documents and/or materials belonging to the Contracting Authority without any formality or prior notice.

6. Legal Disputes and Amendments

Any disputes which may arise between the two parties in connection with the execution of this contract shall first be dealt with in an amicable way. If the dispute remains unresolved, recourse shall be sought before the competent judicial fora in terms of Maltese Law.

7. Termination of Contract

The Contracting Authority may, at any time during this contract, give a four weeks' written notice of termination in advance, without fault or liability. The Contracting Authority shall not be liable for payment of any costs other than those due in respect of rendered services in terms of this contract.

The Contractee may, at any time after expiration of one month from the commencement of this Agreement, terminate this contract by giving a four weeks' notice in writing.

8. Additional Rights

The Contractee shall not have any additional rights other than as stipulated throughout this Agreement.

The parties intending to be legally bound are therefore signing this Agreement on the date set hereunder.

Done in English in two originals: one for the Ministry for Foreign and European Affairs and Trade and one for the Contractee.


or


The terms, conditions and obligations of this Contract ensure the benefit of and are binding on all parties to this Agreement.

This Contract constitutes the entire Agreement between the Parties pertaining to the subject matter and supersedes all prior agreements, negotiations and discussions, whether oral or written between the Parties.

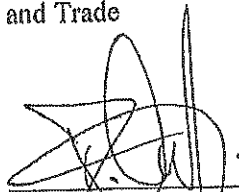
For all intents and purposes, this Contract is governed by and construed in accordance with the laws of Malta and those of the European Union which apply to it.

Signed by, on behalf of the
Ministry for Foreign and European Affairs
and Trade



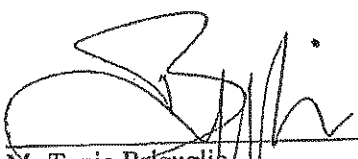
Mr Christopher Cutajar
Permanent Secretary
Ministry for Foreign and European Affairs
and Trade

Signed by:



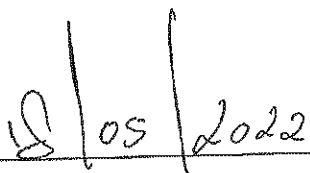
Mr Raymond Attard
Identity Card Number

Witnessed by:



Mr Tonio Briguglio
Director Corporate Services
Ministry for Foreign and European Affairs
and Trade

Date:



2/05/2022