



Service Contract

A one (1) year Agreement entered on the 2nd January 2023.

Between:

Of the one part, the Malta Tourism Authority (MTA), hereinafter referred to as 'the Authority', situated at Building SCM01, Level 3, SmartCity Ricasoli SCM 1001, Kalkara, as duly represented by [REDACTED]

AND

Of the second part [REDACTED], holder [REDACTED], resident at [REDACTED] hereinafter referred to as 'Service Provider').

Hereinafter each referred to as the "Party" and jointly referred to as the "Parties".

Wherein the Parties agree as follows:

1. Conditions of Engagement

1.1. The conditions of engagement are governed exclusively by the conditions spelt out in this contract, and further concessions can be made beyond what is stipulated hereunder through mutual written agreement between the Parties.

2. Assignment of Role

2.1. The Malta Tourism Authority, hereinafter referred to as the 'MTA' appoints [REDACTED] and the latter agrees to serve as Service Provider within the Marketing and Product Directorates.

2.2. Any false statement made for this contract, or any false statement made throughout the period of employment is likely to jeopardize the position of the Service Provider.

3. Engagement and Services

3.1. The MTA hereby engages [REDACTED] as Service Provider to provide and perform the services set forth, and the Service Provider hereby accepts the engagement for twelve (12) months period, commencing from the 2nd January 2023.

3.2. All services to be provided by the Service Provider shall be performed with promptness and diligence and at a level and proficiency to be expected of his position. The MTA shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Service Provider to perform his services.

4. Remuneration

4.1. The remuneration for the service rendered by the Service Provider shall be that of one thousand five hundred thirty eight Euro thirty six cent (€1,538.36) every four (4) weeks, that is twenty thousand Euro (€20,000.00) over twelve (12) months. This rate is exclusive of VAT and all other taxes.

4.2. The Service Provider shall work a total amount of nineteen (19) hours per week.

4.3. The Service Provider shall submit to the MTA a VAT invoice every month, detailing the hours worked during the preceding month and the amount due, together a monthly report of activity undertaking for MTA.

4.4. The Service Provider shall be entitled to the reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the regular procedures of the Authority at the time.

4.5. The Service Provider shall not be entitled to any other benefit unless requested and agreed upon in writing by the CEO or by any other person authorized on his behalf.

4.6. The Service Provider shall not be entitled to any paid vacation/sick leave throughout this Contract and shall not be entitled to the statutory bonuses. He shall therefore be responsible to pay any Social Security Contribution, Income Tax and VAT that may be applicable for the duration of this Contract.

4.7. The Service Provider shall not have any additional rights other than as stipulated through this Contract.

5. Duties of the Service Provider

5.1. The main duties of the Service Provider shall be:

- i. Co-ordinate the activity relating to the contract between Hayf Sports S.L and Asociacion Club Ciclista Alberto Contador and the Authority;

- ii. Co-ordinate the activity relating to the contract between Vatican-Cycling and the Authority
- iii. Co-ordinate the activity relating to the contract between RCS Sport/Giro d'Italia and the Authority
- iv. Advise the Authority on the international cycling world;
- v. Assist and advise MTA with the development and implementation of cycling tourism product across Malta and Gozo that will bring together the synergy of the various stakeholders and international partners;
- vi. Perform any other function that may be requested by the Management.

6. Conditions

- 6.1. The Service Provider undertakes to perform duties to the best of his ability, commitment and endeavour.
- 6.2. The Service Provider will be accountable to the CEO or to any other person authorized on his behalf.
- 6.3. The Service Provider shall, during his service:
 - 6.3.1. Faithfully observe and obey all lawful and reasonable directions given to him by the CEO or by any other person authorized to act on his behalf.
 - 6.3.2. The Service Provider shall accept and abide by the MTA's General Rules and Policies as published within the MTA and which may be amended from time-to-time by the MTA.
 - 6.3.3. The Service Provider must keep the CEO or any other person authorized to act on his behalf, of the conditions of execution of his duties and functions.
 - 6.3.4. The MTA reserves the right to terminate this Contract by a summary notice. In such an event, the MTA will not be held liable for any damages resulting out of the termination notice.
 - 6.3.5. The Service Provider will give the MTA two (2) weeks notice in case he wishes to terminate the Contract.

7. Confidentiality

7.1. The Service Provider undertakes to the MTA that during his service period, and also after the termination of his service with the MTA, he will not:

7.1.1. Disclose to anyone, other than persons authorized by the MTA to know such Confidential Information; or

7.1.2. Use for his own purpose or for any other purpose, other than for the MTA's purposes, such Confidential Information; or

7.1.3. Through any failure to exercise all due care and diligence, cause any unauthorized disclosure of any Confidential Information.

The term 'Confidential Information' used in this Clause and/or throughout this Contract shall include, but is not limited to, any confidential or politically sensitive information of the MTA and "know-how" relating to the MTA's projects, or the working of any of the processes or inventions it owns or uses, details of its 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 his service or in respect of which the MTA is bound by an obligation of confidence to such third Party.

This restriction shall only cease to apply to information of knowledge of which becomes available to the general public through means other than the Service Provider's failure to abide by this Contract.

This Clause shall not apply to any information which, by virtue of the Service Provider's service, becomes part of his own skill-set and knowledge and, which could lawfully be used by him for that purpose without being in breach of this Contract and/or the Law.

7.2. The Service Provider shall, from time-to-time, on the request of the CEO or whoever he authorizes to act on his behalf, deliver, and/or on termination of his contract, return to the MTA all notes and records (including copies) made by him relating to his work for the MTA, and all other material in his possession or under his control, containing confidential information about the MTA and/or any Third Party with whom the MTA has/had a relationship with and is bound by an obligation of confidence to such third party.

7.3. All computer programs or systems developed or generated by or as a result of the Service Provider's official duties, or by the use of the MTA's hardware or software, or during the Service Provider's official working hours, will be the property of the MTA.

8. **Communications**

- 8.1. During this Contract, the Service Provider may have access to the MTA's communications facilities such as email, internet and telephones. Any use of such equipment shall be subject to strict compliance with the MTA's rules and policies that may be provided by the MTA from time-to-time, if any.
- 8.2. Any MTA's equipment supplied or made available to the Service Provider shall be supplied on the understanding that it will be used for business purposes and the MTA, in line with its data protection obligations, reserves the right to monitor and/or otherwise access work-related communications being made on the said MTA's equipment by the Service Provider for the MTA or any other person. Prior to the MTA actually implementing such employee monitoring practices or policies, information relating thereto (including the purpose and extent thereof) shall be communicated to the Service Provider. Any breach of this Clause (or any other of the latter's obligations) as detected via such monitoring practices (if any) may lead to disciplinary action being taken against the Service Provider.
- 8.3. The Service Provider hereby acknowledges that the MTA's premises may be under remote surveillance and subject to certain data protection restrictions, recordings may be taken of activity in or about the MTA's premises or property.
- 8.4. The Service Provider shall not use any social media during working hours except where this is required in connection with his Service.

9. Unauthorised Software and Systems Access

- 9.1. The use of unauthorised software on any equipment or programs of the MTA is forbidden as is unauthorised access or any unauthorised attempt to access any data maintained on any of the MTA's computer systems. Unless the prior specific approval of the MTA has been obtained, the use of unauthorised software on MTA equipment shall be viewed as gross misconduct which may lead to the MTA taking disciplinary proceedings against the Service Provider including resorting to summary dismissal.

10. Data Protection

- 10.1. By signing this Contract, the Service Provider hereby acknowledges that:
 - i. The MTA may process his personal data (that he has already provided to the MTA in any lawful manner, both electronically and manually, when processing is necessary for the performance of the agreement (including but not limited to the processing of payroll data, maintaining accurate records relating to employment, assessment of his work performance and monitoring (if any), when processing is necessary for compliance with a legal obligation to which the MTA is subject and when processing is necessary for the purposes of the legitimate interests pursued by the MTA (including but not limited to improving efficiency in the workplace, business administration, implementing security measures and protecting MTA assets).

- ii. The MTA may also process his sensitive personal data/special categories of data as understood by the respective Data Protection Laws on the grounds and subject to the safeguards contained in the Data Protection Laws (including but not limited to instances when processing is necessary for the purposes of carrying out the obligations and/or exercising specific rights of the MTA or hers.
- iii. Relevant personal data will only be disclosed or shared (in all cases in terms of any applicable law) on a 'need to know' basis to/with other entities within the MTA and/or to/with affiliated entities and/or sub-contractors [if pertinent to any of the purposes listed in this Contract (including but not limited to/with the MTA's service providers who provide IT services, payroll services, HR management services, legal services, auditing services) and/or to referees and/or any governmental authority or other body as required by law. Any such authorised disclosures will be done in accordance with the Data Protection laws.
- iv. The personal data of the Service Provider may be transferred to processors who have their headquarters outside the European Union (EU)/European Economic Area (EEA). Compared to the EU/EEA, these countries may avail of less rigorous data protection legislation. To guarantee a similar level of data protection to that of the EU/ EEA, and where no agreement of adequacy is in place between the said country and the European Commission, the data processors will be obliged in the service contract to comply with the European Standard Contractual Clauses and/or other appropriate or suitable safeguards.
- v. Without the personal data of the Service Provider, the MTA may not be in the position to fulfil its contractual obligations under this Contract or at law. The MTA therefore reserves its right to terminate this Contract should any of the personal data of the former provides be incorrect, fraudulent or incomplete.
- vi. The MTA may store the personal data of the Service Provider (for any period of time allowed by law and in accordance with the retention policy on secure servers anywhere within the European Union (including Malta) as administered by contractually-bound data processors (such as well-established cloud service providers) acting on the MTA's behalf. The data may also include data relating to him and which may amount to 'personal data' as understood by the Data Protection Laws.
- vii Following the termination of this Contract (for whatever reason), the MTA will retain the personal data of the Service Provider only for as long as is necessary. Where the personal data of the Service Provider is no longer required by the MTA, the latter will either securely delete or anonymize the personal data in question.

viii The Service Provider, being the data subject in the sense understood by the Data Protection Laws, is entitled to a number of rights including the right of access to all the personal and sensitive data about him held and processed by the MTA, the right to rectification, erasure ('right to be forgotten'), restriction of processing, data portability and to object to certain processing as well as the right to lodge a complaint with the relevant supervisory authority. The rights above are explained in more detail hereunder:

The Right of Access

Although in this Contract, the MTA is providing the Service Provider with all the information required under the Data Protection Laws, the latter nevertheless have the right to ask the former to:

- Confirm whether the MTA is processing personal data that concerns him;
- Provide him with a copy of that data (without adversely affecting the rights and freedoms of others);
- Provide him with access to his personal data and provide him with information about the MTA such as what personal data the latter has, why the MTA processes them, what his rights are, as well as related information.

The Right to Rectification

- The Service Provider has the right to ask the MTA to rectify inaccurate personal data and to complete incomplete personal data concerning him.
- The Service Provider may seek to verify the accuracy of the data before rectifying it.

The Right to Erasure (The Right to be Forgotten)

The Service Provider has the right to ask the MTA to delete his personal data but only where:

- The personal data is no longer necessary for the purposes for which this was collected; or
- he has withdrawn his consent and the MTA has no other legal ground to process his personal data; or
- he shall have successfully exercised his right to object; or
- his personal data shall have been processed unlawfully; or
- there exists a legal obligation to which the MTA is subject; or
- special circumstances exist in connection with certain children's rights.

In any case, the MTA shall not be legally bound to comply with his erasure request if the processing of his personal data is necessary:

- for compliance with a legal obligation to which the MTA is subject; or

- for the establishment, exercise or defence of legal claims.

The Right to Data Restriction

The Service Provider has the right to ask the MTA to restrict (that is, store but not further process) his personal data but only where:

- The accuracy of his personal data is contested for a period enabling the MTA to verify the accuracy of the personal data; or
- The processing is unlawful and he opposes the erasure of his personal data; or
- the MTA no longer needs the personal data for the purposes for which the data was collected but he needs the personal data for the establishment, exercise or defence of legal claims; or
- he exercised his right to object and verification of the legitimate grounds of the MTA to override his objection is pending.

Following the request of the Service Provider for restriction, except for storing his personal data, the MTA may only process his personal data:

- Where the former has the latter's consent; or
- For the establishment, exercise or defence of legal claims; or
- For the protection of the rights of another natural or legal person; or
- For reasons of important public interest.

The Right to Data Portability

The Service Provider has the right to ask the MTA to provide his personal data (that he shall have provided to the MTA) to him in a structured, commonly used, machine-readable format, or (where technically feasible) to have it 'ported' directly to another data controller. This right shall only apply where:

- The processing is based on his consent or on the performance of a contract with him; and
- The processing is carried out by automated means.

The Right to Object to Certain Processing

In those cases where the MTA only processes his personal data when this is:

- necessary for the performance of a task carried out in the public interest right or in the exercise of official authority vested in the latter, or
- when processing is necessary for the purposes of the legitimate interests pursued by the latter or by a third party,

the Service Provider shall have the right to object to processing of his personal data by the MTA. Where an objection is entered, the processing of data shall cease, unless the data

controller provides compelling and legitimate grounds requiring the continuation of the data processing which outweigh the objections he may have raised.

For the avoidance of all doubt, when the MTA processes the personal data of the Service Provider when this is necessary for the performance of this Contract, when necessary for compliance with a legal obligation to which the former is subject or when processing is necessary to protect his vital interests or those of another natural person, this general right to object shall not subsist.

The Right to lodge a Complaint

The Service Provider also has the right to lodge complaints with the appropriate Data Protection Supervisory Authority. The competent authority in Malta is the Office of the Information and Data Protection Commissioner (OIDPC). The MTA kindly asks the Service Provider to please attempt to resolve any issues he may have with it first.

The Service Provider shall at all times during this Service, comply with the requirements of the Data Protection Laws and any other applicable legislation protecting the use of personal data, and shall act at all times in the best interests of the MTA and the MTA's data subjects (including the MTA's clients) in processing personal data, as explained to him by the MTA. Furthermore, without prejudice to any of his other obligations under this Contract, (including any and/or all confidentiality obligations under the same) as well as obligations arising at law, the Service Provider hereby confirms and warrants that:

- i. he is aware of his obligations under the Data Protection Laws and any subsidiary and/or related legislation issued thereunder;
- ii. he shall comply with all the policies on data protection as instructed by the MTA and shall be responsible and liable for any breach which he may commit in relation to such policies;
- iii. he shall process any personal data received consequent to his engagement in terms of this Contract, solely for the purpose of performing his duties in terms of his engagement thereunder, and shall at all times act only on those instructions issued to him pursuant to this Contract, in connection with the processing of such personal data;
- iv. he shall at all times adopt all measures which are required, for him to keep any personal data (including personal data relating to the MTA's clients) received consequent to his employment in terms of this Contract, secure and strictly confidential and shall under no circumstances whatsoever disclose any MTA data (including any personal data he may have access to) to any third party without the MTA's prior explicit authorisation in writing; and
- v. In the event that he breaches any of the obligations stipulated in this Contract or the Data Protection Laws, he shall be personally liable for any fines, penalties and/or damages imposed and/or inflicted upon and/or incurred by the MTA and/or its respective officers, agents and/or employees and shall keep the MTA and/or any group MTA and/or their respective officers, agents and/or employees fully indemnified and held harmless from and against all claims, liabilities, charges, and/or expenses which any of them may be subject to or incur by reason of any act done, failed to be done and/

or concurred in by him in breach of the Data Protection Laws and/or any subsidiary and/or related legislation issued there under.

11. Variation to the Contract

11.1 No variation, extension, omission or cancellation of the express terms of this Contract shall be binding upon either Party unless and until such variation, extension, omission or cancellation is agreed upon by mutual agreement of the Parties and is confirmed in writing by both Parties.

12 Severability

12.1 In the event that any of the provisions of this Contract are deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Contract so as not to cause the invalidity or unenforceability of the remainder of this Contract. All remaining provisions of this Contract shall continue to remain in effect and in full force.

12.2 If any of the provisions of this Contract shall be deemed to be invalid due to their scope or breadth, such provisions shall be deemed valid to the extent of the scope and breadth permitted by law.

13 Prior Agreements

13.1 The Parties agree that any other prior agreements, understanding, representations and warranties made between them, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this Contract.

14 Law

14.1 This Contract shall be regulated by the Laws of Malta and any dispute as to its application or interpretation shall be subject to the jurisdiction of the Courts of Malta and/or the Industrial Tribunal.

15 Headings

15.1 The headings in this Contract are for convenience of reference only and shall not affect the construction thereof.

The Parties intending to be legally bound are therefore signing this Contract on the date set hereunder. By signing this Contract, the Service Provider hereby confirms that he has understood and agreed with the content of this Contract.

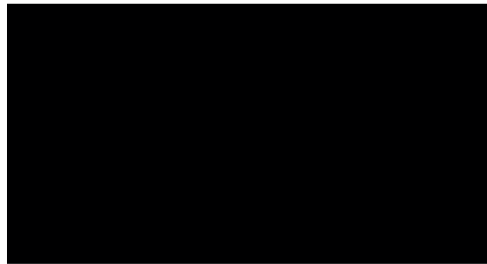
Signed by, on behalf of the
Malta Tourism Authority



Date

07.01.2023

Signed by
Service Provider:



Date

02-01-2023