

**Ministry for Education and Employment
Programme Implementation Directorate
Malta Arts Scholarships, 2016**

AGREEMENT

1. Parties to the Agreement

This Agreement is entered into on the _____

Between: Mr. Joseph Schembri
In his capacity as Director - Programme Implementation Directorate
I.D. Card No. 487864 (M).

and _____

ID Card Number:

Hereinafter referred to as "Scholarship Awardee".

Reference: _____

Each a 'Party' and collectively referred to as 'Parties'

Whereby the Parties agree to the following:

2. Purpose of the Agreement

2.1 The Programme Implementation Directorate within the Ministry for Education and Employment has awarded the Scholarship Awardee a scholarship as defined in Clause 4 of this Agreement and as stipulated in Schedule B hereto attached (hereinafter referred to as the 'Scholarship') for the purposes of carrying out studies in:

leading to a _____

awarded by _____

hereinafter referred to as "the Institution"

2.2 The value of the award is subject to the MAS Regulations (2016) governing the Scholarship Scheme hereto attached as Schedule E (hereinafter referred to as the 'Regulations') and the additional provisions of this Agreement. For the avoidance of doubt, in the eventuality that the amount of funds specified in this Agreement is not in accordance with the Regulations and/or exceeds the threshold stipulated in the Regulations, the amount indicated in the Regulations shall prevail and the amount in the Agreement shall be amended and/or shall be deemed to be the maximum stipulated in the threshold in accordance with regulations respectively.

2.3 The Scholarship Awardee agrees to accept the funding for the intended purpose as stipulated in Clause 2.1 above, and agrees to undertake the course as indicated in Schedule A in accordance with the conditions stipulated in the Regulations (2016) and in this Agreement.

3. Explanatory Notes

3.1 Definitions

3.1.1 All definitions listed in Article 3 of the Regulations governing the 2016. Call shall apply to this Agreement.

3.1.2 The following definitions shall also apply:

3.2.1 **Commencement Date** of Scholarship shall mean the date on which payments to the Scholarship Awardee commence as specified in Article 5 and Schedule A.

3.2.2 **Completion Date** shall mean the date when the Studies (see definition below) are completed and the result/s is/are published.

3.2.3 **Department** shall mean the department, school, centre or faculty as specified in Schedule A;

3.2.4 **Duration of this Agreement** shall mean the period between the Commencement Date and the End Date (see definition below) of the Scholarship if not earlier terminated or extended in accordance with Clauses 5 and 8;

3.2.5 **End Date** shall mean the date on which the payments to the Scholar conclude as specified in Schedule A if not earlier terminated or extended in accordance with Articles 5 and 8.

3.2.6 The **Institution** shall refer to the education institution identified in 2.1 of this Agreement and is awarding the qualification as specified in Schedule A.

3.2.7 **MAS** shall mean the Malta Arts Scholarships.

3.2.8 **MEDE** stands for Ministry for Education and Employment.

3.2.9 **Publication** shall mean, (where applicable) any conference paper, article for journal, portion of a book, broadcast, or other means of public disclosure which may emerge from the research project.

3.2.10 **Scholarship Awardee** shall mean the beneficiary of this Scholarship, who is signing this Agreement and is committed to undertake the Studies through the Institution referred to in Schedule (A) leading to a qualification as specified in 2.1 of this Agreement.

3.2.11 **Studies** shall mean all work required to be undertaken and to be completed by the Scholarship Awardee to the satisfaction of the supervisor including performance, research, training and thesis to qualify for the qualification as specified in the original Application Form submitted by the Scholarship Awardee.

3.2.12 **Supervisor** shall mean the member of the Institution's academic staff appointed to supervise the Scholar in accordance with the provisions of the relevant regulations of the Institute.

3.1.13 **VAT** means a Value Added Tax imposed on the supply of goods and services (including intellectual property) under the Value Added Tax Act (Law of Malta, Chap. 406).

4. Details of the Amount of the Scholarship

4.1 It is hereby agreed that the Scholar will be granted the sum of

EURO (€) _____

Over _____

(hereinafter referred to as the 'Amount') for the purpose of studying as stipulated in Clause 2 of this Agreement. The Scholarship funding shall be payable in accordance with Schedule B.

Provided that the sum indicated is based on Tuition Fees as officially communicated by the Institution at the time of signing this Agreement and that the Allowances incorporated in this sum are subject to continuous verification of eligibility, and may be revoked if Scholarship Awardee is found of giving false information at the point of signing this Agreement.

The Programme Implementation Directorate within MEDE guarantees that funding will be available for this Scholarship for its entire duration subject to the terms and conditions of this Agreement and the MAS Regulations attached hereto as Schedule E.

(Additional explanation as regards the breakdown of sum or the different currencies involved may be entered here.)

5. Implementation

5.1 The implementation period for this Scholarship commences from

_____ until _____

5.2 The completion date of the studies is _____.

5.3 The Amount in relation to the Scholarship will be subject to the Scholarship Awardee's entitlement according to the information in Schedule A.

5.4 Where applicable, the Scholarship Awardee shall have the right to choose, with the approval of the Institution, a specific research topic or project within the broad field of research originally proposed by the Scholarship Awardee at application or interview stage.

5.5 Any changes to dates set in Clause 5.1 and 5.2 and any changes to information included in Schedule A, B and D of this Agreement must be notified and approved by the MAS Board. Should the MAS Board agree to the proposed changes, the MAS Board shall draw up an addendum to the Agreement in order to reflect such changes to the Agreement which shall be signed by both Parties. Failure by the Scholarship Awardee to comply with this procedure shall constitute a breach to the provisions of the Agreement and may result in the termination of the Scholarship and the reimbursement by the Scholarship Awardee of all the amounts already disbursed by the Programme Implementation Directorate – Ministry for Education and Employment

5.6 Any amendment or alteration to this Agreement shall have effect only upon being made in writing and executed by all Parties.

6. Supervision of the Scholarship Awardee

6.1 The Parties acknowledge that the Institution is responsible for the Scholarship Awardee's supervision.

6.2 The Scholarship Awardee should see that the Institution appoints a Supervisor for the Scholarship Awardee who shall supervise the Scholarship Awardee in accordance with the statutes, regulations, codes and policies of the Institution.

6.3 The Programme Implementation Directorate shall correspond with the Institute Supervisor to obtain confirmation relevant under article 7.1

7. Reporting

7.1 The Programme Implementation Directorate within MEDE requires that the Scholarship Awardee submits:

7.1.1 A short statement every six (6) months in writing from his/her Institution supervisor confirming progress and attendance of the Scholarship Awardee. Failure on the part of the Scholarship Awardee to submit such statement/s may lead to suspension of payments of further installments of the amount awarded;

7.1.2 A final report in writing written and signed by his/her Institute supervisor following the completion of the course and the award of the qualification within one (1) month from the date of conferment;

7.1.3 A copy of the final course transcript on Completion Date; and

7.1.4 A hard copy of the final thesis on publication (where applicable).

Provided that failure to meet any of the above requirements may lead to the MAS Board requesting the reimbursement in full of all the Amounts already awarded to the Scholarship Awardee.

8. Payment Process

8.1 The Programme Implementation Directorate within MEDE shall pay into a nominated:

Institute account (in Schedule C) the Tuition Fees as specified in Schedule B on evidence of original invoice issued by the Institution.

Personal account (in Schedule C) any Tuitions Fees paid in advance by the Scholarship Awardee as specified in Schedule B on evidence of official original invoice issued by the Institution and original receipt or equivalent (i.e. receipted invoices where applicable from the Institution).

Personal account (in Schedule C) the Grants as specified in Schedule B.

8.2 MAS Board acknowledges that the Institution has procedures whereby progress by a Scholarship Awardee can be reviewed. If the Institution at any time under those procedures determines that the Scholarship Awardee is not making satisfactory progress in relation to the qualification, payments of the Amount to the Scholar shall be suspended. Moreover, payments may also be suspended if Section 7 of this Agreement is not honoured. In all such instances, the Scholarship Awardee may be required to reimburse any Amounts already awarded by the MAS Board to date.

8.3 This Scholarship may not be extended by the MAS Board beyond the completion date as stated in clause 5.2

8.4 If a Scholar for whatever reason foresees the probability that he/she will not conclude the studies by the completion date stipulated in 5.2, the Awardee is obliged to inform the MAS Board in writing as soon as possible.

9. Project Intellectual Property

9.1 Any third party intellectual property including but not limited to patents which shall be utilised by the Scholarship Awardee in order to carry out the research work funded by the Scholarship shall be covered by an Intellectual Property Rights (IPR) agreement signed by the Scholarship Awardee and the owner of the said intellectual property whereby it shall be stated that no royalties or other claims may be claimed from Malta Arts Scholarships. For avoidance of doubt, the Scholarship Awardee acknowledges and accepts that all liability in relation to claims arising out of the use of third party intellectual party rights shall rest on the Scholarship Awardee and both the MEDE and the MAS scheme shall be excluded from such liability.

9.2 The Malta Arts Scholarships Scheme shall not seek to obtain any intellectual property rights owned by the Institution and/or Scholarship Awardee.

9.3 Nothing in this Agreement shall give the MAS Board any rights in intellectual property owned by the Institution and/or the Scholar.

10. Publicity

10.1 All publications and/or artistic work arising from the qualification being sponsored by MAS should reflect the following acknowledgement: *“This work is funded by the Malta Arts Scholarships – Programme Implementation Directorate, Ministry for Education and Employment, Malta”*.

10.2 The MAS Board reserves the right to publish the names and Identity Card numbers of Scholarship Awardees on any official publications and/or electronic media which has the official consent of the Programme Implementation Directorate.

11. Termination prior to completion of programme

11.1 A Scholarship Awardee who, for any reason whatsoever, discontinues/fails his/her studies, should **immediately** inform the MAS Board in writing.

11.2 The MAS Board may on thirty (30) days written notice terminate the Scholarship if –

- the Scholarship Awardee’s progress is deemed unsatisfactory by the Institution;
- the Scholarship Awardee discontinues the Studies; and/or
- the Scholarship Awardee is in breach of any provision of this Agreement and the MAS Regulations and such breach is not remedied within thirty (30) days of receipt of written notice requiring him/her to do so.

11.3 The Scholarship Awardee who has his/her Scholarship terminated under the above mentioned conditions in article 11.1 and 11.2, shall be required to refund the entire Amount including tuition fees and maintenance grants forwarded to both the Scholarship Awardee and the Institute within three (3) months of failing the course or failing to complete the course of studies.

11.4 The Scholarship Awardee who cannot pursue further studies due to unforeseen health situations or exceptional circumstances (approved by the MAS Board) shall not be deemed to be in breach of this Agreement and shall be required to refund the Amount on a pro-rata basis as approved by the MAS Board.

In such situations, the Scholarship Awardee must provide justifiable explanation as to why the course was not completed or why the Scholarship Awardee failed to obtain the qualification. Documented evidence, medical certificates and testimonials must accompany each claim. The MAS Board is in no way bound to waiver all claims put forward. The MAS Board reserves the right to appoint its own expert/s, be it medical or otherwise, to advise and assess the case of the Scholarship Awardee claiming such exemption as specified in this Clause 11.4.

12. Communication with the MAS Board

12.1 Any notice or communication made pursuant to this Agreement:

12.1.1 Must be in writing addressed as shown below:

Malta Arts Scholarships
Scholarship Unit, Rm. 163,
Programme Implementation Directorate
Great Siege Road,
Floriana VLT2000
Tel.: +356 2598 2111
e-mail: artsscholarships.mede@gov.mt
Web-site: www.myscholarship.gov.mt

If addressed to the Scholarship Awardee:

Tel: _____ Mob: _____

e-mail: _____

Or to any other address specified by any Party to the sender by prior and adequate notice.

12.1.2 Any correspondence sent pursuant to this Agreement shall be deemed only to be received by the receiving Party if signed by the sending Party or any other person duly authorised to sign documents and letters on behalf of the sending Party.

13 Governing Law and Jurisdiction

13.1 This Agreement shall in all respects be construed as an agreement made in accordance with and subject to the Laws of Malta and Community Rules.

14 Severability

14.1 The invalidity or unenforceability of any one or more of the provisions hereof shall not invalidate or render unenforceable the remaining provisions of this Agreement. Any illegal or invalid provision of this Agreement shall be severable and all the other provisions shall remain in full force and effect.

15 Other Agreements

15.1 In the eventuality that the Scholarship Awardee has applied for and/or been granted any similar awards for the same course of programme of studies, the Scholarship Awardee must make a declaration before formally accepting the other awards. All declarations require approval from the MAS Board. Any unapproved awards additional to MAS for the same course or programme shall be deemed to be in breach of the Agreement and will lead to cancellation of the Scholarship. The Scholarship Awardee shall be bound to refund all the Amount granted by then by the MAS Board.

16 Interpretation

16.1 This Agreement together with all attached Schedules and the Regulations shall be the entire Agreement between the two Parties and any amendments to the Agreement shall not be valid unless consented to in writing by both Parties.

16.2 This Agreement is construed under and governed by the Laws of Malta and any disputes arising as a direct result of this Agreement shall be submitted to the Courts of Malta.

IN WITNESS WHERE OF this Agreement has been executed by each Party on the day and year here before written.

SIGNED in his/her capacity by _____

Signature¹ _____

Identity Card Number _____

SIGNED Director

Programme Implementation

Directorate Mr Joseph Schembri

Signature _____

Identity Card Number 487864 (M)

SIGNED as Witness by Ms Sylvana Caruana

Scholarship Administrator

Signature _____

Identity Card Number 246875 (M)

¹ On signing this Agreement, the Scholar is agreeing also to Footnote 2 on Page 8.

SCHEDULE A: Summary of the Agreement

INFORMATION ABOUT SCHOLARSHIP AWARDEE

NAME: _____

ADDRESS IN MALTA: _____

ADDRESS ABROAD: _____

(To be provided)

STATUS: _____

EMPLOYMENT INFORMATION²

If scholar is retaining part-employment (less than 20 hours per week) during the same time as the completion of full-time studies, please provide the following information:

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

² In signing this agreement, the Scholar is giving consent to the Director – Programme Implementation that s/he may ask the Employer about the number of hours per week worked by the Scholar.

INFORMATION ON INSTITUTION

NAME OF INSTITUTION: _____

FACULTY/DEPARTMENT: _____

NAME OF SUPERVISOR: _____

OFFICIAL ADDRESS OF SUPERVISOR: _____

TUITION FEES

FEES PER ANNUM _____

HAVE FEES BEEN PAID ALREADY
BY SCHOLAR? _____

DOCUMENTS ATTACHED

- _____ Official unconditional letter of acceptance from the Institution
- _____ Official original invoice/s from the Institution
- _____ Official original receipt/s of equivalent (i.e. receipted invoices where applicable from the Institute (if fees already paid by Awardee)
- _____ Certified copy of Awardee's identity card

SCHEDULE B: Payments

Name of Awardee _____

PAYMENTS

The Programme Implementation Directorate shall through the Treasury Division:

a) pay the tuition fees

Either

to the Institution €_____ on receipt of original invoice for tuition fees following final signing of this Agreement.

OR

to the Scholarship Awardee €_____ on receipt of original invoice for Tuition fees and official original receipt or equivalent (i.e. receipted invoices where applicable) from the Institution (if fees already paid by Scholarship Awardee) following final signing of this Agreement.

Pay to the Scholarship Awardee:

A) €_____ for the Maintenance Grants by the end of this Agreement. Payment of Maintenance Grants will be disbursed in two installments every year

The Amount stipulated in this Schedule B shall be the total Amount granted to the Scholarship Awardee. In the eventuality that the completion of the qualification requires further expenditure and/or Tuition Fees exceed that Amount granted by MAS, the Scholarship Awardee shall bind himself/herself to pay the remaining amounts, provided that in the eventuality that non-payment of any remaining amounts by the Scholarship Awardee is the reason for the non-completion of the Scholarship, the Scholarship Awardee shall refund the entire Amount granted by the MAS in relation to the Scholarship.

SCHEDULE C: Banking Details

BANKING DETAILS

It is required that a Financial Identification Form, commonly referred to as TRS9, is filled in by the Institute and Scholar. The Form TRS9 can be downloaded from the website:

http://www.mjha.gov.mt/eu/documents/annex6_financial_id_form.pdf

In this form the Treasury will have the necessary information on the Institute and/or Scholarship Awardee for the proper execution of bank credit transfer. This applies to both local and cross-border payments. The Treasury will issue payment against the details of the latest TRS9 form, therefore payments into other accounts will not be effected unless the Institute and Scholar submit a new TRS9.

Payments are made via a bank credit transfer only

SCHEDULE D: The Research Project (Where applicable)

The Research Project

Title

Short Title Introduction Aim

Objectives

Methodology

For Master's and Doctoral Degrees only, this section can be submitted separately when the title of the thesis is accepted by the Supervisor as long as it remains related to the original proposal submitted in the Scholarship application form.

SCHEDULE E: MAS Regulations
