



MALTA ARTS SCHOLARSHIPS SCHEME GRANT AGREEMENT 2022

1. Parties to the Agreement

This Agreement is entered into on the _____

Between: Ms Sue Falzon
In her capacity as Chief Officer Scholarships Unit
I.D. Card Number: 73878 (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 Scholarships Unit within the Ministry for Education, Sports, Youth, Research and Innovation (MEYR) 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

(Write the full title of your course / programme as shown on the Unconditional Letter of Acceptance)

leading to a _____

awarded by _____

(hereinafter referred to as 'the Institution').

By Distance Learning / Part-Time / Full-Time (to delete as necessary)

2.2 The value of the award is subject to the Malta Arts Scholarship Scheme Regulations (2022) governing the Scholarship Scheme hereto attached as Schedule D hereinafter referred to as the 'Regulations', and the additional provisions of this Agreement. For the avoidance of doubt, in the eventuality that the Amount (as defined and specified in Clause 4) 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 to reflect the maximum stipulated in the Regulations.

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 (2022) and in this Agreement.

3. Explanatory Notes

3.1 Definitions

3.1.1 All definitions listed in Clause 2 of the Regulations shall apply to this Agreement.

3.1.2 The following definitions shall also apply:

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

3.2.2 **Completion Date** shall mean the date when the Training / Course (as specified in the definition in this clause) are completed and the result/s is/are published.

3.2.3 **Department** shall mean the department, school, center 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 Scholarship Awardee conclude as specified in Schedule A if not earlier terminated or extended in accordance with Clauses 5 and 8.

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

3.2.7 **MASS** shall mean the Malta Arts Scholarships Scheme.

3.2.8 **MEYR** shall mean Ministry for Education, Sports, Youth, Research and Innovation

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 Clause 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 Scholarship Awardee in accordance with the provisions of the relevant regulations of the Institute.

3.2.13 **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 Grant

4.1 It is hereby agreed that the Scholarship Awardee 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 Amount shall be payable in accordance with Schedule B.

Provided that the sum indicated includes Tuition Fees, as officially communicated by the Institution at the time of signing this Agreement and Fulltime Abroad Allowance. The Allowances incorporated in this sum are subject to continuous verification of eligibility and may be revoked if the Scholarship Awardee is deemed by the Scholarships Unit to have submitted false information when submitting the application for the Scholarship, at the point of signing this Agreement or after the signing of this Agreement.

The Scholarships Unit - MEYR guarantee that funding will be available for this Scholarship for its entire duration subject to the terms and conditions of this Agreement and the Regulations () attached hereto as Schedule D.

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

5. Implementation

5.1 The duration of this agreement period for this Scholarship commences on _____

until _____.

5.2 The completion date of the studies shall be: _____

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 Scholarships Awardee at application or interview stage.

5.5 Any changes to dates set in Clauses 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 MASS Board. Should the MASS Board agree to the proposed changes, the Scholarships Unit 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 Scholarships Unit - MEYR

5.6 Any amendment or alteration to this Agreement shall have effect only upon being made in writing and executed by all Parties. Any request for extension is at the discretion of the MASS Board to approve or otherwise. During the extension period, no funds will be allocated or paid.

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 shall 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 Scholarships Unit – MEYR shall correspond with the Institution Supervisor to obtain confirmation relevant under article 7.1

7. Reporting

7.1 The Scholarships Unit – MEYR 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 without prejudice to the proviso stipulated below;

7.1.2 A final report in writing written and signed by his/her Institution supervisor following the completion of the Studies 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 soft copy of the final thesis/ final project (on CD or on USB) on completion (where applicable).

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

8. Payment Process

8.1 The Scholarships Unit – MEYR shall pay into a nominated:

Personal account (as per 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
Malta Arts Scholarships Scheme Grant Agreement 2022

and original receipt or equivalent (i.e. receipted invoices where applicable from the Institution).

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

8.2 MASS 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 Scholarship Awardee will be suspended. Moreover, payments may also be suspended if Section 7 of this Agreement is not honored. In all such instances, the Scholarship Awardee may be required to reimburse any Amounts already awarded by the MASS Board to date.

8.3 This Scholarship may not be extended by the MASS Board beyond the completion date as stated in Clause 5.2 except as specified in Clause 5.6

8.4 If a Scholarship Awardee 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 MASS 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 MASS. 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 Scholarships Unit – MEYR, and the MASS scheme shall be excluded from such liability.

9.2 The MASS 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 MASS Board any rights in intellectual property owned by the Institution and/or the Scholarship Awardee.

10. Publicity

10.1 All publications and/or artistic work arising from the qualification being sponsored by MASS should reflect the following acknowledgement: *"This work is funded by the Malta Arts Scholarships – Ministry for Education, Sports, Youth, Research and Innovation"*

10.2 The MASS 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 Scholarships Unit - Ministry for Education Sports, Youth, Research and Innovation.

10.3 On completion of the studies, the thesis/copy of research work, as well as a copy of the Transcript and the Official Certificate awarding the Degree shall be submitted to the Scholarship Administrator within two (2) months from the award of the qualification.

10.4 On completion of studies where applicable, copies of all publications by Awardees during the Scholarship period, shall be sent in electronic format to the Administrator, within thirty (30) days of being made public. A soft copy of the thesis or final project (*only where applicable on a CD or on USB*) shall also be sent to the Administrator on completion. In the case that part or all of the thesis in digital form (audio or video) it shall be submitted to the administrator in an appropriate format by NOT by e-mail. Any publication may be uploaded on a website with the intention to promote the Arts in Malta and approved by the Scholarships' Unit.

10.5 All Awardees are required to write a minimum of one (1) article on their work/studies in the Maltese public media within sixty (60) days of their graduation, during which they publicly acknowledge that the degree was carried out following the award of a MASS financed by the Government of Malta.

10.6 Final payment will only be processed once all the above deliverables stipulated in schedule 10 are submitted.

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 MASS Board in writing.

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

- the Scholarship Awardee's progress is deemed unsatisfactory by the Institution; and/or
- the Scholarship Awardee discontinues the Studies;

and/or

- the Scholarship Awardee is in breach of any provision of this Agreement and the 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 MASS Board may terminate with immediate effect, the Scholarship if the Scholarship Awardee is found guilty of inappropriate unethical conduct or serious misconduct; provided that the MASS Board shall be entitled at its own discretion, to suspend the funds and the Scholarship if the Scholarship Awardee is accused and/or charged of such inappropriate sportsmanship or serious misconduct.

11.4 The Scholarship Awardee who has his/her Scholarship terminated under the above-mentioned conditions in Clauses 11.1, 11.2 and 11.3, shall be required to refund the entire amount including tuition fees and Fulltime Abroad Allowance forwarded to both the Scholarship Awardee and the Institution within three (3) months of failing the course or failing to complete the course of studies.

11.5 The Scholarship Awardee who cannot pursue further studies due to unforeseen health situations or exceptional circumstances 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 MASS Board is in no way bound to waive all claims put forward.

The MASS 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. The final decision as to payments already forwarded to the Scholarship Awardee shall be that of the MASS Board.

12. Communication with the MASS Board / Scholarship Administrator

12.1 For any modifications or amendments in details related to this Agreement, you are obliged to duly notify this unit.

12.1.1 Must be in writing addressed as shown below:

Malta Arts Scholarships Scheme
Scholarships Unit, Room 112
Ministry for Education, Sports, Youth, Research and Innovation
Great Siege Road,
Floriana . VLT 2000

Tel.: +356 2598 2677 / 2670

E-mail: artsscholarships.meyr@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. This Agreement shall in all respects be construed as an agreement made in accordance with and subject to the Laws of Malta and EU Rules and shall be subject to the exclusive jurisdiction of the Courts of Malta.

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 MASS Board. Any unapproved awards additional to MASS for the same course or programme shall be deemed to be in breach of the Agreement and will lead to the cancellation of the Scholarship and the Scholarship Awardee shall be bound to refund all the Amount granted by then by the MASS Board.

16 Interpretation

16.1 This Agreement together with all attached Schedules 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.

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 _____

Signature _____

Identity Card Number _____

SIGNED

Chief Officer Scholarships Unit

Sue Falzon

Signature _____

Identity Card Number

73878 (M)

SIGNED as Witness by
Scholarship Administrator

Sylvana Caruana

Signature _____

Identity Card Number

246875 (M)

SCHEDULE A: Summary of the Agreement

INFORMATION ABOUT SCHOLARSHIP AWARDEE

NAME: _____

ADDRESS IN MALTA: _____

ADDRESS ABROAD: _____

(To be provided) _____

E Mail Address: _____

INFORMATION ON INSTITUTION

NAME OF INSTITUTION: _____

FACULTY/DEPARTMENT: _____

NAME OF SUPERVISOR: _____

E MAIL ADDRESS OF SUPERVISOR: _____

ADDRESS _____

TUITION FEES

FEES PER ANNUM _____

HAVE FEES BEEN PAID ALREADY BY
SCHOLARSHIP AWARDEE? _____

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

- ___ Data Protection Authorization Form

- ___ _____

- ___ _____

SCHEDULE B: Payments

Name of Awardee: _____

PAYMENTS

The Scholarships Unit – MEYR shall through the Treasury Division:

a) pay the tuition fees 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 and Bank transfers from the Scholarship Awardee following final signing of this Agreement.

AND

b) pay to the Scholarship Awardee:

€ _____ for the Full-time Abroad Allowance by the end of this Agreement. Payment of the Full-time Abroad Allowance will be disbursed in two instalments 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 MASS, the Scholarship Awardee shall bind himself to pay the remaining amounts, 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 MASS in relation to the Scholarship.

SCHEDULE C: Banking Details

BANKING DETAILS

It is required that a Financial Identification Form (commonly referred to as TR/S-9 form), is filled in by the Scholarship Awardee.

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 TR/S-9 form, therefore payments into other accounts will not be affected unless the Scholarship Awardee submits a new TR/S-9 form.

Payments are made via a bank credit transfer only.

Please **mark the currency (Euro / GBP / USD / Others)** denominated near the account number quoted on the TR/S-9 form provided.

SCHEDULE D: MALTA ARTS SCHOLARSHIPS SCHEME Regulations 2022
