

## GRANT AGREEMENT

Regarding the Partnership between **INSERT NAME** and **INSERT NAME**

### “Premju Ġieħ I-Artiġjanat Malti 2024 – Category 2 Projects”

1. THE MALTA CRAFTS FOUNDATION, with registered office at The Incubation Centre, Ta' Qali Artisan Village, Attard ATD4000 Malta hereinafter to be referred to as “The Foundation”, in this matter duly represented by Elton Micallef, legal representative.

2. **INSERT NAME**, with registered office at **INSERT ADDRESS**, hereinafter to be referred to as “Project Leader” and/or “Beneficiary”,

Both parties hereinafter together and individually to be referred as “Parties” respectively “Party”.

WHEREAS:

A. The Foundation is a public organisation, established in 2021, dedicated to enabling the preservation and appreciation of Maltese artisanal products. The Foundation is also tasked with providing support to crafts persons, to develop their skills and creativity in order to safeguard their interests and entrepreneurial value as custom manufacturers. The Foundation aims to nurture an ecosystem which allows artisans based in Malta to embrace current challenges to ensure the sustainability of the artisan sector, particularly the traditional crafts that form an integral part of Maltese Heritage. To this aim The Foundation has organised Premju Ġieħ I-Artiġjanat Malti 2024, on the **INSERT DATE**, and awarded collaborative projects to continue to inject an innovative mindset, and products, into the sector and market.

B. The Participants have submitted the Application for Eligibility as well as the project proposal, titled **INSERT PROJECT NAME**, attached as Annex 1 to this Agreement (“Project”).

C. The Participants have already signed on a Partnership Project Agreement, attached as Annex 3.

D. The Participants of the Agreement under C. have designated **INSERT NAME** as a Project Leader, here to be considered also as the Beneficiary also on behalf of the Parties of the agreement mentioned at C;

E. The Parties now wish to lay down in writing the terms and conditions for the execution of the Grant Agreement.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – PURPOSE OF THE GRANT

- 1.1 The Foundation awards the Grant, under the terms and conditions set out in this Agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the Project submitted under Category 2 of the Premju Ġieħ I-Artiġjanat Malti 2024.
- 1.2 The beneficiary accepts the grant and undertakes to do everything in his power to carry out the Project acting on his own responsibility.

## ARTICLE 2 - DURATION

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs for 9 months according to the Project.
- 2.2 An extraordinary 1 month extension may be requested by the Applicant and is subject to The Foundation's approval.

## ARTICLE 3 - FINANCING THE PROJECT

- 3.1 The total eligible funds of the Project is estimated at Euro **INSERT FUNDING**. This consists of **75%** of the total project costs as stipulated in the application.

## ARTICLE 4 -PAYMENT ARRANGEMENTS

- 4.1 Pre-financing: Within 30 days of the date when the last of the two parties sign the Partnership Project Agreement, a pre-financing payment representing **30%** of the amount specified in Article 3.1. shall be made to the beneficiary.
- 4.2 Interim payment: A second payment after acceptance of the Mid Term Report to be delivered on the **INSERT DATE**, representing **30%** of the amount specified in Article 3.1., shall be made to the beneficiary.
- 4.3 Payment of the balance: The request for payment of the balance (**40%**) shall be accompanied by the final technical implementation report and financial statement related to Project to be submitted on the **INSERT DATE**, and no later than 9 months from the day the last of the two parties signs. This report will include the final prototype of the product/process developed within the project.
- 4.4 Prior to any interim or final payment, The Foundation shall have 30 days to approve or reject the documents in question or to request additional supporting documents or information. In that case the beneficiary shall have 5 days to submit the additional information or new documents requested. A payment representing the amount due shall be made to the beneficiary within 30 days following approval by The Foundation of the technical implementation report accompanying the request for payment of the balance.

## ARTICLE 5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

- 5.1 The technical and financial implementation reports and other documents must be submitted to [info@maltacrafts.org](mailto:info@maltacrafts.org) as follows:

- a) Fortnightly Briefs: A short description of progress, with photos/videos on a weekly basis. This is to run throughout the duration of the project. Should the team be working in accordance to the schedule these reports may be submitted on a monthly basis.
- b) Mid-Term Report: A more detailed report, containing copies of quotes, invoices and receipts (where applicable) for each transaction pertaining to the 40% pre-financing payment.
- c) Final Report: A detailed report containing descriptions, photos and videos of the work carried out, and the final product. This is to be accompanied by a statement of purchases and any quotes, invoices and receipts pertaining to such payments.

#### ARTICLE 6 - BANK ACCOUNT

6.1 Payments shall be made to the beneficiary's bank account in Euro, as indicated below:

Account holder: **INSERT NAME**

IBAN account code: **INSERT IBAN**

#### ARTICLE 7 -GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with this agreement shall be in writing, indicating the name of the agreement, and shall be sent to The Foundation on the following email address:

[info@maltacrafts.org](mailto:info@maltacrafts.org)

#### ARTICLE 8 - LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the competition rules applicable and, on a subsidiary basis, by the law of Malta. If any dispute should arise between any of the Parties, such Parties shall use reasonable effort to settle such dispute before pursuing any remedy they may have at law.

#### ARTICLE 9 - LIABILITY

The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him. The Foundation shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the Project's execution. The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

#### ARTICLE 10 - CONFLICT OF INTERESTS

The beneficiary undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest. Any situation constituting or likely to lead

to a conflict of interests during the performance of the agreement must be brought to the attention of The Foundation, in writing, without delay.

#### ARTICLE 11 - CONFIDENTIALITY

The Foundation and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Project.

#### ARTICLE 12 - PUBLICITY

12.1 The beneficiary authorises the Foundation to publish the following information in any form and medium, including via the Internet:

- the beneficiary's name and the address,
- the subject and purpose of the grant,
- the amount granted and the Project's total cost covered by the funding,
- photographs of the prototype obtained and the process involved in their production,
- a description of the prototype/proof of concept not including any confidential information.

The information will be required and it is mandatory to send the information on due date.

12.2 The beneficiary is hereby obliged to embark on publicity initiatives (e.g. social media posts, articles in newspapers/magazines, etc.) to showcase and promote their products. In all such initiatives and any other communication related to the project or product, reference must be made to the Malta Crafts Foundation. Text used for this publicity should state: co-funded by the Malta Crafts Foundation, through Premju Gieñ l-Artiġjanat Malti 2024.

12.3 In relation to the obligation at 12.2 the Malta Crafts Foundation will support in the drafting of any text and preparation of any materials, as well as provide any logos that are to be used in this publicity. The final communication is to be vetted by the Malta Crafts Foundation prior to publication.

12.4 The beneficiary is also expected to participate in any initiatives that the Malta Crafts Foundation organises in order to promote their work and the products supported through public funding, up to a maximum period of 3 years.

#### ARTICLE 13 - SUSPENSION

The beneficiary may suspend implementation of the Project if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform The Foundation without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

## ARTICLE 14 - FORCE MAJEURE

Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party. A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects. Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

## ARTICLE 15 – TERMINATION OF THE AGREEMENT

15.1 Termination by the beneficiary in duly justified cases: The beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving 15 days' written notice stating the reasons, without being required to furnish any indemnity on this account.

15.2 If no reasons are given or if The Foundation does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly.

15.3 The Foundation may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

(a) in the event of a legal, financial, technical, organisational or auditing change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;

(b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement;

(c) in the event of force majeure or if the Project has been suspended as a result of exceptional circumstances;

(d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;

(e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or if he is guilty of grave professional misconduct proven by any justified means;

(f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;

(g) if the beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the beneficiary.

## ARTICLE 16 - TERMINATION PROCEDURE

16.1 The procedure is initiated by registered letter with advice of delivery or equivalent.

16.2 In the cases referred to in points 15.3 (a), (b) and (d), the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If The Foundation fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

16.3 Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of The Foundation's decision to terminate the agreement is received.

16.4 If notice is not given in the cases referred to in points 15.3 (c), (e), (f) and (g), termination shall take effect from the day following the date on which notification of The Foundation's decision to terminate the agreement is received.

#### ARTICLE 17 – EFFECT OF TERMINATION

In the event of termination, payments by The Foundation shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

Signatures:

Mr Elton Micallef

INSERT NAME

The Malta Crafts Foundation

Project Leader

Date:

Date:

Other Beneficiaries:

INSERT NAME