



**Memorandum of Understanding
between the
Ministry for Foreign Affairs and Malta Tourism Authority
on the appointment of Tourism Attachés/Senior Tourism Attachés
in Maltese Representations Abroad**

AGREEMENT entered into this 1st day of January 2016 between the Ministry for Foreign Affairs (hereinafter referred to as MFA), duly represented by Ambassador Fiona Formosa, Permanent Secretary, on the one part, and Malta Tourism Authority (hereinafter referred to as MTA), duly represented by Mr Paul Bugeja, Chief Executive Officer, on the other part, whereby it is agreed that:

Objectives:

Whereas, MTA, as the Government entity responsible for tourism promotion, intends to expand its operations by appointing full-time or part-time individuals either as employees or as exclusive contractors (hereinafter referred to as **Tourism Attaché/Senior Tourism Attaché**) in specific countries to serve on a regional basis as representatives.

Whereas, MTA believes that in doing so, a cogent image of Malta should be promoted and this no better than in synergy with the efforts already being employed by the MFA through Malta's representations abroad:

Whereas, MTA understands that the location of Malta's representations abroad does not necessarily represent the centre of business activity and that, therefore, some representatives might have to be located in offices not connected to MFA. It is understood that, should MTA prefer a different location to that of an Embassy High Commission or a Consular Office, all expenses incurred will be borne by MTA. In cases where there is no resident bilateral diplomatic or career consular representation of Malta and MTA would have decided to appoint a resident representative, MFA would consider the sharing of expenses, limited to those connected with consular functions, when MFA considers that it is opportune to appoint the **Tourism Attaché/Senior Tourism Attaché** as career Consul of Malta for that particular country region.

Now, wherefore, the Parties agree as follows:

1. This Agreement enters into force on the date of signature and will be valid for a period of three (3) years renewable thereafter.
2. MFA will, where and if possible, make available to MTA one (1) or more suitable rooms at the Embassy High Commission/Consular

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Office of Malta as per attached indicative schedule attached in Annex 1. MTA and or MFA may give rise to changes to the above mentioned schedule by giving three (3) months notice, and will be subject to agreement by both Parties.

Should there be any additional costs arising from the need to make extra space available to accommodate MTA personnel at the Embassy High Commission Consular Office of Malta, the said costs have to be communicated to MTA before any commencement of works. A separate agreement between MTA and the Malta Representation Abroad detailing the cost which might include additional rental charges will be signed and attached to the present Memorandum of Understanding as an Annex.

3. MTA undertakes to provide a list of MTA officials to be accommodated in the respective offices for consideration and approval by MFA. MFA undertakes to provide MTA Officials with the necessary security and administrative clearances to enable them to perform their duties to the satisfaction of MTA.
4. Upon notification by MTA to MFA, an MTA Official may be provided with the official title of **Tourism Attaché/Senior Tourism Attaché**. The respective Embassy High Commission of Malta undertakes to obtain all the necessary permits for the named MTA Official to be recognised in this official capacity by the respective accreditation jurisdiction in accordance with prevailing regulations in the host country. In this context, and keeping in mind that diplomatic immunity is accorded by the host country, MFA will endeavour to secure diplomatic privileges, including diplomatic immunity, and the issuance of diplomatic passport to MTA officials falling under the following categories, and in accordance with the policy on the issuances of diplomatic passports:
 - i. Career Consul having Maltese citizenship;
 - ii. MTA officials who are appointed career Maltese Consuls and have Maltese citizenship;
 - iii. **Tourism Attachés/Senior Tourism Attachés** having Maltese citizenship.

Under no circumstances will diplomatic or consular privileges be extended to MTA officials not having a Maltese citizenship.

Provided that MFA is not bound to seek diplomatic or consular privileges for the **MTA official** where it does not consider this to be opportune in the overall context of Malta's diplomatic and consular representation abroad.

5. MTA Officials will take their instructions from, report and be answerable to their designated superior at MTA. He she will however keep the Ambassador High Commissioner informed of his her more important activities on a regular basis. He she will not engage



himself/herself in any work or activities not directly authorized by MTA.

Exceptionally, it is agreed that MTA Officials may assist the Embassy High Commission on matters not directly related to MTA's role and function which may be referred to him/her by the Ambassador High Commissioner following due consultation with MTA by the respective Ambassador High Commissioner.

Provided that in all consular matters and related responsibilities, the MTA official shall take his instructions from, report to, and be answerable to the Permanent Secretary MFA, or Ambassador High Commissioner resident in that jurisdiction, as the case may be.

6. For all practical purposes relating to internal discipline, MTA officials will be considered as one of the Mission's staff under the responsibility of the Ambassador High Commissioner. Furthermore, he/she will observe and respect the Embassy's Code of Conduct, as laid out from time to time by the MFA Head Office.

While day-to-day practical administration will fall under the jurisdiction of the Ambassador High Commissioner, working times, absences, travel arrangements and vacation entitlements will be under the responsibility of MTA. MTA is however, obliged to inform the Ambassador High Commissioner of any changes or approvals given to the MTA Official.

7. MTA Officials will be allowed normal access to the Embassy High Commission premises in the same way as that enjoyed by Malta-based officers. This includes the possibility for him/her to work after normal hours and on weekends provided prior permission is granted by the Head of Mission.
8. MTA officials will use the mailing facilities of the Embassy High Commission, and will refund to the Embassy High Commission the expenses incurred. His/her office will be linked to the Embassy's High Commission's PBX and VOIP and internet system. Within reasonable limits, the Embassy's High Commission's receptionist will take messages for the respective MTA Official, whenever he/she is off the premises. MTA will however install its own telephone line, as well as separate fax and e-mail facilities. All communications will be exclusively made on these lines except in the case of communication over the MFA's VOIP network to Malta. The installation and running costs of the VOIP equipment and all charges for rentals and usage will be met by the MTA on a pro-rata basis.
9. Besides the normal methods of distant communication, the promotional work envisaged will include visits, meetings, and contacts with the business community. In so far as the Embassy High Commission is concerned, meetings within the Embassy High Commission will be kept to a reasonable level. Meetings within the Embassy High Commission with persons who are not members of the




Embassy High Commission may not be held outside office hours and on weekends, unless first agreed to by the Ambassador High Commissioner or in his/her absence, his/her Deputy. For the purpose of holding such meetings, the Embassy's High Commission's common services may be utilised as circumstances permit.

10. It is understood that MTA Officials are covered by a contractual Agreement with MTA concerning 'inter alia' his/her conditions of employment, and have no contractual relationship with MFA. The MTA Official shall be covered by a personal medical and accident insurance policy to be provided by and at the expense of the MTA in consultation with him/her.
11. MTA shall be responsible for registering the respective MTA Official as an MTA representative working overseas, and will be responsible for the relevant Maltese Social Security contributions and tax payments due under the Final Settlement System.
12. MTA will open its own separate bank accounts for all financial transactions involved in running its office abroad. These may include all expenses approved *a priori* by MTA to be incurred by its representative, such as: travel and transportation costs related to his/her business as an MTA official, hotel accommodation, hospitality and subsistence allowances.
13. MTA undertakes to inform MFA immediately if the agreement between MTA and an MTA Official is rescinded or if one of the Parties gives written notice at least two (2) months in advance of their intention to terminate. In so doing, the relative Embassy High Commission is to commence procedures for the withdrawal of the necessary formalities from the named MTA Official. MFA will also take all measures to withdraw the officer's diplomatic passport.
14. The agreement may be terminated forthwith by agreement between the two (2) Parties. At least three (3) months before the expiry of this Agreement, either Party shall give notice in writing of the extension or termination. Should this Agreement be extended, the terms and the conditions of the extension shall be negotiated and agreed to between the two (2) Parties, before the expiry date of the current Agreement.

On a case by case basis, the termination of this agreement does not, in itself, absolve MTA of any contractual obligations to pay rent or any other expenses due to MFA as detailed in the Annexes to the present agreement, as agreed to between the two (2) Parties.


Ambassador Fiona Jayne Formosa
Permanent Secretary
Ministry for Foreign Affairs


Mr Paul Bugca
Chief Executive Officer
Malta Tourism Authority

Annex I

Diplomatic Missions

France - Paris

USA - New York

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Annex II

Payment Terms and Conditions

The Malta Tourism Authority (MTA) shall pay the amount of money in the respective currency of the country of post on a monthly basis. The monthly payment shall be calculated using the rate established as **€42.00 per m² per month**. The payment shall be effected through a bank transfer to the respective Mission bank account, which details shall be provided by the respective Mission.

The rate per square metre is correct as per date of signature. Due to the fact that rent is subject to be reviewed by the landlord and may even entail that the Mission location may be changed, the rate is subject to be reviewed, which revision will be documented through an addendum to this Appendix.

The Malta Tourism Authority may alter the Maltese Representation List according to their needs and subject to agreement between the two (2) Parties concerned. In instances where such revisions are required, this Appendix shall be amended through an addendum.

This payment shall cover the following:

- Furnished space as agreed with the Head of Mission as well as limited storage space;
- Keys to offices;
- Dedicated phone line with internet connection however running costs of such shall be incurred by MTA;
- Availability of reception area to the MTA visitors;
- Embassy will fully insure the premises as part of its own premises; and
- Water & electricity, sanitation, cleaning & waste fees.

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