

## Brincat Anna at Parlament-MT

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**From:** Mahoney Kevin at MHAL - OPS  
**Sent:** Tuesday, 25 February 2025 13:26  
**To:** Brincat Anna at Parlament-MT  
**Cc:** Cutajar Antoniella 1 at MHAL; Gatt Anthony at MIV  
**Subject:** FW: Dokumenti mitluba mill-Kumitat Permanenti għall-Kontijiet Pubbliċi  
**Attachments:** 20240627 - MoU - MTA.PDF; 20240627 - MoU - HM.pdf; 20230627 - Agr - FES.pdf; 20230627 - Agr - University of Malta.pdf; 20230627 - MoU - Agenzija Zghazagh.pdf; 20230627 - MoU - MCAST.pdf; Xerox Scan\_25022025105141.PDF; MOU - BFC x MFC.pdf; MOU - Malta Enterprise x MFC.pdf; MOU - BOV x MFC.pdf; MOU - Mimcol x MFC.pdf; Xerox Scan\_25022025105142.pdf

Sja Brincat

B'referenza għall-email tiegħek, mehmuz sib id-dokumenti mitluba.

Nikkonferma li għadni ma rajthomx peress li rcevejthom issa u ma ridtx nehli izjed hin.

Tislijiet.

**Kevin Mahoney**

Permanent Secretary  
Office of the Permanent Secretary

t +356 20908900 e [kevin.mahoney@gov.mt](mailto:kevin.mahoney@gov.mt)  
[gov.mt](http://gov.mt) | [publicservice.gov.mt](http://publicservice.gov.mt) | [fb.com/servizzpubbliku](https://fb.com/servizzpubbliku)

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Ministry for the National Heritage,  
the Arts & Local Government

41, PALAZZO LUCIA, MERCHANTS STREET,  
VALLETTA, MALTA

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**From:** Buttigieg Matthias at Screen Malta <[matthias.buttigieg@screenmalta.com](mailto:matthias.buttigieg@screenmalta.com)>  
**Sent:** Tuesday, February 25, 2025 11:57 AM  
**To:** Mahoney Kevin at MHAL - OPS <[kevin.mahoney@gov.mt](mailto:kevin.mahoney@gov.mt)>  
**Cc:** Grech Johann at Screen Malta <[johann.grech@screenmalta.com](mailto:johann.grech@screenmalta.com)>  
**Subject:** Dokumenti mitluba mill-Kumitat Permanenti għall-Kontijiet Pubbliċi

Dear Permanent Secretary,

Further to the request regarding the documentation referenced in the National Audit Office's (NAO) performance audit, please find the Film Commission's response below:

- With reference to Table 1, the Film Commission confirms that the requested information has been duly addressed, as the entirety of the relevant documentation was submitted to the NAO.
- With reference to Table 2, the Film Commission confirms that it does not possess or own such documentation.
- With reference to Table 3, the Film Commission is providing the following clarifications:
  1. The financial incentives in question originate from local funding sources and do not constitute an EU financial allocation. Therefore, no specific documentation exists in this regard. However, as financial incentives are subject to compliance with State Aid regulations, we assume that this was the intended scope of the request. The Commission seeks clarification on any specific documentation required, noting that the process is overseen by the State Aid Monitoring Board.

2. The relevant entities include Malta Enterprise, Bank of Valletta (BOV), Malta College of Arts, Science & Technology (MCAST), University of Malta, Malta Investment Management Co. Ltd. (MIMCOL), Agenzija Żgħażaġh, Foundation for Educational Services (FES), Heritage Malta, British Film Commission, and the Malta Tourism Authority.
3. Negotiations between the Lands Authority and the Malta Film Commission (MFC) remain ongoing.
4. The requested information is available in the audited financial statements that have already been submitted to Parliament.
5. The requested information is available in the audited financial statements previously submitted to Parliament. With respect to the 2023 audited financial statements, these are currently undergoing processing.
6. The requested documents are attached herein.

Kindly confirm receipt of this correspondence.

Best Regards,

**MATTHIAS BUTTIGIEG**

Private Secretary to the Film Commissioner

+356 2180 9135 | +356 2568 3619 | [matthias.buttigieg@screenmalta.com](mailto:matthias.buttigieg@screenmalta.com)

Malta Film Commission

Malta Film Studios

Triq Santu Rokku, Kalkara, KKR 9062 Malta

[www.screenmalta.com](http://www.screenmalta.com)

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## **AGREEMENT**

**Between The**

**Malta Film Commission**

**&**

**Foundation For Educational Services**

This Agreement is entered into on this 27th day of June 2023, between the Malta Film Commission (hereinafter referred to as "MFC"), hereby represented by Mr Johann Grech, Malta Film Commissioner (bearer of ID no. 101979M )

and

the Foundation for Educational Services (hereinafter referred to as "FES"), hereby represented by Mr Michael Bondin, CEO (bearer of ID no. 136174M)

collectively referred to as the "Parties,"

Whereas MFC is the national organisation responsible for the promotion and development of the film and audio-visual sector in Malta;

Whereas The FES is the entity within the Education Department, responsible for the organisation and operation of Skolasajf, which is an educational and recreational initiative for children, taking place during the summer months ;

Whereas the parties are mutually desirous to collaborate in the achievement of the organisation and execution of the Film Summer Camp during Skolasajf 2023;

Whereas this agreement establishes the terms agreed upon between the Parties for the collaboration on a Film Summer Camp programme designed for Skolasajf children, which aims to educate and introduce them to the world of film-making and production;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereto agree as follows:

### **1. Purpose**

The purpose of this Agreement is to establish the basis and framework for cooperation between the Parties in the organisation and execution of the Film Summer Camp, a two-week programme for each of ten (10) groups of Skolasajf children, commencing on the seventeenth (17<sup>th</sup>) day of July 2023 and reaching its conclusion on the fifth (5<sup>th</sup>) day of September 2023.

### **2. Responsibilities of the MFC**

The MFC shall be responsible for the following:

- a) Operational, management, marketing, and logistical aspects of the Film Summer Camp;
- b) Transportation of students between Skolasajf centres and the Film Summer Camp hub at the University of Malta or elsewhere, and back to the Skolasajf centre;
- c) Incurring all costs associated with the execution of the Film Summer Camp, excluding the costs of Playworkers and any required Child Support Workers (for students who require support) for services

rendered until 12:45pm, from Monday to Friday. The Malta Film Commission will incur the costs associated with extra hours worked between 12:45 and 14:00 at the rate of € 7.39 per hour for playworkers and €8.65, per hour for Child Support Workers.

### **3. Responsibilities of the FES**

FES shall be responsible for the following:

- a. Providing Playworkers and Child Support Workers (as required) for the Film Summer Camp and covering their costs for the hours up to 12:45pm from Monday to Friday;
- b. Promoting the Film Summer Camp among Skolasajf children and their parents/guardians;
- c. Coordinating the students' attendance on the different days of each two-week programme
- d. Facilitating communication between MFC and Skolasajf centres.

### **4. Pilot Project**

This Agreement and the project envisaged herein represents a pilot project, aimed at creating the necessary systems and infrastructure for a wider Film Summer Camp to be held in 2024.

### **5. Term and Termination**

- a. This Agreement shall come into effect on the date of the last signature by the Parties and shall remain in force until the conclusion of the Film Summer Camp on the fifth (5th) day of September 2023, unless earlier termination by mutual written agreement of the Parties takes place.
- b. In addition, and without prejudice to any other right or remedy available to the Parties in accordance with applicable law, if a Party (the "Defaulting Party") breaches any of its material obligations under this Agreement, the other Party (the "Non-Defaulting Party") may terminate this Agreement by giving notice in writing to the Defaulting Party. This Agreement shall terminate, without any requirement for any further formalities in the event that the breach notified to the Defaulting Party is not cured within thirty (30) days after receipt by the Defaulting Party of the Non-Defaulting Party's written notice of the breach.
- c. Without prejudice to any other right it may enjoy under this Agreement or at law, each Party may terminate this Agreement with immediate effect if it transpires that the other Party is in breach of any of the warranties given by it in this Agreement.
- d. If this Agreement is terminated, for whatever reason, each Party shall have the right to remove all and any Property, as well as any other items and materials belonging to it, from the other Party's premises or any premises being used in the achievement of the objectives of this Agreement and the defaulting Party shall ensure that the other Party shall be permitted to do so.

## 6. Modification

This Agreement may be amended by mutual written agreement of the Parties.

## 7. No Partnership

- a. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third person to create the relationship of employee and employer, principal and agent or of partnership between the Parties. Subject to the provisions of this Agreement, including the indemnity obligations below, the Parties assume full responsibility for their own employees, officers, sub-contractors and agents.
- b. Nothing in this Agreement shall establish or be deemed to establish any fiduciary relationship between the parties hereto. The Parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth herein on the terms and conditions set forth herein, as well as other obligations and responsibilities in terms of applicable law.

## 8. Notices

- a. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given only when sent by email:

if to FES to: [theresa.ellul@gov.mt](mailto:theresa.ellul@gov.mt)

if to MFC to: [surestart@screenmalta.com](mailto:surestart@screenmalta.com)

- b. Such notices shall be deemed to have been delivered upon receipt of a successful transmission report by the sender.
- c. Invoices and reminder notices may likewise be given via email, provided the sender verifies receipt.
- d. Either Party may change its address for notices by notice in the manner set forth above.

## 9. Force Majeure

- a. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, fire; floods; storms; explosions; sabotage; accidents; governmental orders; change in statutes, rules or regulations; acts of God (a "Force Majeure Event"); provided, however, it is understood that this section only operates to suspend, and not to discharge, a party's obligations under this Agreement, and that when the causes of

the failure or delay are removed or alleviated the affected Party shall resume performance of its obligations.

- b. Each Party agrees to give the other Party prompt written notice of the occurrence of any Force Majeure Event, the nature thereof, and the extent to which the affected Party will be unable fully to perform its obligations hereunder. The Party affected by the Force Majeure Event shall undertake all reasonable efforts to mitigate the same and continue performing its obligations in terms of this Agreement to the extent possible.
- c. In the event that the Force Majeure Event shall continue for a period of sixty (60) days from the date the Party effected thereby gives the other Party notice thereof, the other Party shall have the right to immediately terminate this Agreement by giving written notice to the Party claiming to be effected by a Force Majeure event.

## **10. Indemnity**

- a. The Parties each hereby acknowledge that neither Party shall be liable for the actions of the other Party.
- b. Each of the Parties (the “Indemnifying Party”) shall accordingly hold the other Party (the “Indemnified Party”), its employees, officers, agents and sub-contractors fully protected and indemnified in respect of all losses, liabilities, costs, charges, expenses, actions, proceedings, claims or demands incurred by or made upon the Indemnified Party in connection with any death or bodily injury or loss or damage to property suffered by: (i) the Indemnified Party, its employees, officers, and/or agents; and/or (ii) employees, officers and/or agents of the Indemnifying Party; and/or (iii) any third party, arising out of or in connection with anything done or omitted to be done by the Indemnifying Party, its employees, officers, agents and/or sub-contractors, from the commencement date of this Agreement, in terms of this Agreement.
- c. These indemnities shall be applicable in relation to and include, without limitation, all losses, liabilities and costs, charges and expenses including, but not limited to, legal expenses properly incurred as a result of defending or settling any action, proceeding, claim or demand relating to such death or bodily injury or loss or damage to property (a “Relevant Claim”) save to the extent that such losses, liabilities, costs, charges expenses, actions, proceedings, claims or demands result from the Indemnified Party’s negligent or wilful act or omission.
- d. These indemnities are without prejudice to any other right of indemnity to which either of the Parties may be entitled; provided that neither party shall be indemnified more than once in respect of the same Relevant Claim.

## **11. Severability**

Any provision of this Agreement which is prohibited or unenforceable at law shall not invalidate the remaining provisions hereof and shall not invalidate or render unenforceable the remaining provisions of this agreement.


## 12. Entire Agreement

This Agreement and any annexes or attachments thereto shall constitute and set out the entire agreement between the Parties on the subject matter of this Agreement and supersede any previous agreements, whether written or oral, which may have been entered into between the Parties hereto in relation to the subject matter of this Agreement.

## 13. Governing Law and Jurisdiction

- a. This Agreement shall be construed in accordance with, and this Agreement and all claims and causes of action arising out of the transactions contemplated hereby shall be governed by, the laws of Malta.
- b. The Courts of Malta shall have the exclusive jurisdiction to determine all disputes arising out of or in connection with this Agreement, including disputes relating to the validity or otherwise of the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first above written.



Johann Grech - Malta Film Commissioner



Michael Bondin - CEO, Foundation for Educational Services



## **SPONSORSHIP AGREEMENT**

**Between**

**The Malta Film Commission**

**And The University Of Malta**

**For The Master Of Arts In Film Studies**

**(Um Ref. No.: 2023\_215\_Um\_Mfc)**

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This Agreement made on this, the 27<sup>th</sup> June of the year two thousand and twenty-three (2023).

**BETWEEN**

**The Malta Film Commission**, having its offices at Malta Film Studios, St Rocco Street, Il-Kalkara KKR9062, represented here on by Mr. Johann Grech (ID Number 101979M), Malta Film Commissioner, as duly authorized, (hereinafter referred to as the "**Malta Film Commission**");

AND

**The University of Malta**, having its offices at the University of Malta, Msida, MSD 2080, represented hereon by Prof. Alfred J. Vella (ID Card No 919150M), the Rector, (hereinafter referred to as the "**University**");

Hereinafter also referred to individually as "**the Party**" or jointly as "**the Parties**".

**PREAMBLE**

WHEREAS the University, as the largest higher education provider in Malta, constantly strives to offer new and diverse learning opportunities to potential students, and, in this light, it offers a Master of Arts Programme in Film Studies (hereinafter referred to as "**the Master's Programme**");

WHEREAS the Malta Film Commission considers the Master's Programme to be of central importance to the development of the film industry in Malta and to the fostering of related knowledge, skills and competences among the Maltese population;

WHEREAS the Malta Film Commission is willing to sponsor the University in relation to its provision of the Master's Programme, in such manner as detailed in this Agreement.

**Now, therefore, by virtue of this Agreement, the Parties covenant and agree the following:**

**Article 1: Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires -
- (a) "**Academic Year**" means the annual period applied by the University to the provision of its courses and programmes, commencing on the first (1<sup>st</sup>) day of October of a given calendar year and ending on the thirtieth (30<sup>th</sup>) day of September of the subsequent calendar year; for avoidance of doubt any in any instance where the word "year" is used alone, this refers to a calendar year.
  - (b) "**Amount per Intake**" means the sum payable by the Malta Film Commission by way of sponsorship to the University for each Intake throughout the applicability of this Agreement, in terms of Article 4.3;
  - (c) "**Intake**" means the registration of students onto the Master's Programme in a given Academic Year and the actual commencement of their studies within the Master's Programme;
  - (d) "**Force Majeure**" means any event the occurrence of which is beyond the reasonable control of the Parties, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; nuclear, chemical or biological contamination unless the source or cause of the contamination is as a result of the acts or omissions of the Parties; pressure waves caused by devices travelling at supersonic speeds; an act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation (except for confiscation of goods or other assets resulting from the exercise of the Law including customs and importation duties and laws concerning dangerous goods or illegal weapons including items which may be used to build weapons of mass destruction), nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction, embargo or similar action; any law, judgement, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott (except as a result of the direct or indirect acts or omissions of the Parties); any interruption or failure of utility services including but not limited to electric power, water or telephone service (except as a result of the direct or indirect acts or omissions of the Parties);
  - (e) "**Intellectual Property**" means all rights to copyrighted work, both common law and registered; inventions, including patent rights and trade secrets; trademarks and service marks, both common law and registered; registered designs and circuit layouts; and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
  - (f) "**Master's Programme**" means the Master of Arts in Film Studies offered by the University; and
  - (g) "**University**" means the University of Malta.

## Article 2: Term and Renewal

This Agreement shall come into force on the twenty seventh (27<sup>th</sup>) of June 2023 (hereinafter the “**Effective Date**”) and shall remain in effective until the thirtieth (30<sup>th</sup>) of June 2025 (hereinafter referred to as the “**Initial Term**”). This Agreement will automatically renew annually for further periods of one year each, provided that, should either Party provide the other Party with notice to the effect that they do not wish this Agreement to renew automatically, this Agreement shall *de facto* terminate on the subsequent 30<sup>th</sup> June falling after the said notice is given, without the requirement of a termination agreement or a formal amendment hereof.

## Article 3: The Master's Programme

- 3.1 The Parties hereby agree that the Master's Programme, as approved by the Senate of the University, shall be a part-time and flexible programme designed to reach students from different academic backgrounds with a strong interest in the theory and practice of film, by combining the theoretical aspects of film studies with a practical component and will enable productive interaction between academia and the film industry.
- 3.2 The Parties further agree that the overview and the programme of study applicable to the Master's Programme shall be that published on the University's website ([www.um.edu.mt](http://www.um.edu.mt)) from time to time.

## Article 4: Financial Terms

- 4.1 The Malta Film Commission shall pay the University the total amount of fifty thousand Euro (€50,000) per intake (the “**Amount Per Intake**”) by way of sponsorship for the Master's Programme.
- 4.2 This Amount Per Intake represents an initial sponsorship intended to cover the provision of the Master's Programme for the intake under this Agreement in the Academic Year 2023/2024 (the “**First Intake**”).
- 4.3 Following the First Intake, the Malta Film Commission will review the results achieved at the end of a given Academic Year and decide if it will sponsor further Intakes. A notice sent by the Malta Film Commissioner to the University Rector (via email to the email address “[rector@umedu.mt](mailto:rector@umedu.mt)”) regarding the decision of the Malta Film Commission to sponsor a further Intake beyond the First or subsequent Intakes shall suffice and be fully effective, without the necessity of signing any addendum hereto. For the avoidance of doubt, the following shall apply:
  - (a) each such notice shall operate so as to confirm the Malta Film Commission’s commitment to sponsor **one** subsequent Intake only, if sent by 30<sup>th</sup> June of the calendar year in which the following Intake is to thereafter commence;
  - (b) where the sponsorship for a subsequent Intake is confirmed, the provisions of this Agreement shall apply *mutatis mutandis* thereto; and
  - (c) where no such notice is sent, it is understood that the Malta Film Commission is not obliged to sponsor the subsequent Intake, and this Agreement would, in such case, only apply to any Intake that had already benefitted from a Sponsorship hereunder, where the programme of that Intake is still ongoing.

4.4 The Amount Per Intake, shall be due to the University by the Malta Film Commission in accordance with the following instalments:

4.4.1 The first instalment of fifty percent (50%), being twenty-five thousand Euro (€25,000), shall be paid to the University by not later than the first (1st) day of November falling after the commencement of Semester 1 of the Academic Year of the corresponding Intake; and

4.4.2 The second instalment of fifty percent (50%), being twenty-five thousand Euro (€25,000), shall be paid to the University by not later than the first (1<sup>st</sup>) day of March falling after the commencement of Semester 2 of the Academic Year of the corresponding Intake:

Provided that any portion of the Amount per Intake that remains unspent at the end of the first Academic Year of that Intake shall be carried forward to the second Academic Year of that respective Intake.

4.5 The University shall invoice the Malta Film Commission for all relevant amounts as when these become due in accordance with Article 4.3, and the Malta Film Commission shall pay all amounts due to the University within thirty (30) running days from the receipt of any such invoice.

4.6 All payments effected by the Malta Film Commission to the University under this Agreement shall be done by means of bank transfer to the bank account with the following details:

Bank:	Bank of Valletta Malta PLC
Account holder:	University of Malta
IBAN:	MT24VALL22013000000016800269019
BIC/SWIFT Code:	VALLMTMT
Address:	Ground Floor Premises, Fawwara Building, Imsida Road, Gzira GZR1405, Malta

#### **Article 5: Responsibilities of the University**

5.1 The Parties agree that the University shall not be obliged to receive applications for the Master's Programme every consecutive Academic Year, provided that the University shall be obliged, in terms of this Agreement, to receive applications for the Master's Programme for Academic Year 2023/2024, and it shall thereafter open the Master's Programme for potential applicants at least every alternate Academic Year.

5.2 The University shall provide the Malta Film Commission, by no later than the thirtieth (30<sup>th</sup>) day of November following the end of each Academic Year that falls within an Intake that is sponsored by the Malta Film Commission in terms of this Agreement, a financial report relating to the disbursement of Amount per Intake for that given Academic Year, including therein information regarding any portion of the Amount per Intake that remains unspent and that is to be carried forward to the following Academic Year in terms of Article 4.4.2's proviso.

## Article 6: Ownership of Intellectual Property Rights

- 6.1 The Parties agree that the University shall retain all Intellectual Property rights in respect of the Master's Programme, the ownership of which shall be allocated by it in accordance with the University's Intellectual Property Policy, as currently applicable (cf. [https://www.um.edu.mt/knowledgetransfer/docs/IP\\_Policy\\_2014.pdf](https://www.um.edu.mt/knowledgetransfer/docs/IP_Policy_2014.pdf)).

## Article 7: Indemnity

- 7.1 Each Party (the "**indemnitor**") hereby irrevocably indemnifies and agrees to keep indemnified the other party (the "**indemnitee**") from and against any and all liability, loss, damage, harm, costs or expenses howsoever arising which the indemnitee may suffer, incur or sustain as a result of any breach, unlawful act, wilful misconduct or negligence of the indemnitor or of any of its employees arising out of or in connection with the relationship established under this Agreement except to the extent that any such liability, loss, damage, harm, costs or expense arises from the indemnitee's breach, unlawful act, wilful misconduct or negligence. The indemnity given under this provision shall survive the expiry or termination of this Agreement.
- 7.2 Neither Party shall be liable for failure to perform any of its obligations under this Agreement in the event that such failure arises by reason of *Force Majeure*. The Party affected by *Force Majeure* shall as soon as possible immediately notify the other Party of the occurrence of a *Force Majeure* event and shall also notify of its best and reasonable assessment of the nature and duration of such event and the steps it is taking or plans to take, in order to cure or reduce the effect of the *Force Majeure* event. Throughout the duration of the *Force Majeure*, the affected Party shall use its reasonable efforts to cure or reduce the effect thereof.

## Article 8: No Agency

- 8.1 The Parties are prohibited from assigning, transferring or subrogating to third parties by any title whatsoever any of its rights and duties under this Agreement.
- 8.2 The Parties agree that this Agreement does not create any partnership, agency or any other relationship under which either Party may be deemed responsible for the acts or omissions of the other Party and this Agreement should not be construed so as to render the Parties liable as partners or as creating a partnership or agency or any other similar relationship.

## Article 9: Contact Persons, Coordination And Notices

- 9.1. The following shall be the contact persons (hereinafter the "**Contact Persons**") of this Agreement.
- (a) **For the University:**  
Contact: Prof. Gloria Lauri Lucente,  
Email: [gloria.lauri-lucente@um.edu.mt](mailto:gloria.lauri-lucente@um.edu.mt)
- (b) **For the Malta Film Commission:**  
Contact: Mr Jean Pierre Borg  
Email: [jean-pierre.borg@screenmalta.com](mailto:jean-pierre.borg@screenmalta.com)

or such other person as on Party may notify to the other from time to time hereunder.

- 9.2. Save in the instance referred to in Article 4.2, which requires a specific notice mechanism, a notice required to be given under this Agreement or information or other documentation required to be sent under this Agreement shall be validly given if sent by e-mail to the addresses stipulated in Article 9.1 or to any other email address as duly notified by one Party to the other from time to time.
- 9.3. For the purposes of this Agreement, any notice duly sent by email under this Agreement shall be deemed to be delivered and received upon transmission, provided that if it is sent after 17:00 hours on a working day (referring to the time in the place of receipt), or if it is sent during the weekend or on any public or national holiday in the place of receipt, it shall be deemed to have been received at 09:00 hours of the immediately-following working day in the place of receipt.
- 9.4. This Article does not apply to the service of any proceedings or other documents in any legal action.

#### **Article 10: Applicable Law and Dispute Resolution**

- 10.1. This Agreement and the rights and obligations of the Parties shall be regulated by, and construed in accordance with, the Laws of Malta.
- 10.2. In the event of a dispute arising between the Parties to this Agreement, the Parties hereby undertake to attempt to resolve the dispute amicably. Provided that if an amicable settlement is not reached within fourteen (14) days, or in the event of any dispute relating to the validity, interpretation, application or termination of this Agreement, the Parties shall refer the dispute to a single arbitrator mutually agreed to by all Parties. Arbitration shall take place in accordance with the rules of the Malta Arbitration Centre as in force at the time of the dispute. The place of arbitration shall be Malta. Failure by the Parties to mutually agree upon the single arbitrator within a time-period of one (1) month following the above-mentioned fourteen (14)- day period, shall result in the submission of the dispute to the competent authorities of the Malta Arbitration Centre in accordance with Chapter 387 of the Laws of Malta.

#### **Article 11: General Provisions**

- 11.1. The headings of the Articles in this Agreement are for reference purposes only and shall not affect the terms of this Agreement.
- 11.2. Any termination of this Agreement shall not affect the accrued rights of the Parties hereunder with respect to commitments made toward each other regarding a given Intake.
- 11.3. Expressly save as provided in Articles 2.1 and 4.3, this Agreement shall not be changed or modified except with the consent of both Parties.
- 11.4. This Agreement shall constitute the entire agreement between the Parties in relation to the subject matter in this agreement and supersedes any previous agreements whether written or oral.
- 11.5. If any provisions (or part of a provision) included in this Agreement is found to be illegal, void or unenforceable, in whole or in part, then such provision shall be severed from the rest of this

Agreement and the remainder of the Agreement shall continue to have full force and effect for all intents and purposes of law.

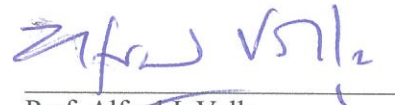
**SIGNED –**

**For the Malta Film Commission**



Mr Johann Grech  
Malta Film Commissioner

**For the University of Malta**



Prof. Alfred J. Vella  
Rector



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Aġenzija Żgħażaġh**

**and**

**Malta Film Commission**

**In A Process Of Collaboration Between Both Parties**

This Memorandum of Understanding is entered on this 27<sup>th</sup> day of June of the year two thousand twenty-three (2023).

between

The **Aġenzija Żgħażaġh**, hereinafter referred to as '**AŽ**' of St. Joseph High Road, Sta Venera, SVR 1013, Malta, duly represented by the Chief Executive Officer **Ms Miriam Teuma**.

and

The **Malta Fim Commission**, hereinafter referred to as '**MFC**', of Malta Film Studios Kalkara, KKR 9062, duly represented by Commissioner **Mr Johann Grech**.

Both parties are desirous of developing collaborative initiatives, programmes and other activities related to the film industry and conscious that such collaboration's outcomes contribute to informing and raising awareness of the importance of the film industry among young people and offering platforms for their active participation; hereby agreed the following:

## **ARTICLE 1**

### *Scope*

- 1.1 The Parties shall collaborate to undertake joint initiatives to raise awareness among young people and promote their active participation in the film industry by the role and remit of the respective parties and by the national youth policy 2030 Reaching Out To, Working with and Supporting Young People.

## **ARTICLE 2**

### *Mutual Obligations of the Parties*

- 2.1 AŽ and MFC shall cooperate in a spirit of mutual support and joint endeavour in the best interests of young people.
- 2.2 Each party to this Memorandum shall be responsible for its actions and undertakings and, in all cases, will act by its remit.

- 2.3 The development and implementation of initiatives, programmes and activities in this Memorandum must comply with Maltese legislation and the national youth and film industry policies;
- 2.4 The identified strands for development are to be mutually agreed upon;
- 2.5 Both parties will nominate a liaison person/s to oversee and coordinate specific activities agreed under this Memorandum.

### **ARTICLE 3**

#### *Obligations of AŽ*

- 3.1 AŽ will develop platforms and implement workshops, initiatives and activities that educate in a non formal manner, inform and raise awareness of the importance of films among young people and promote their active participation.
- 3.2 AŽ will support, provide mentorship and guide young people participating in initiatives and activities as defined in section 3.1.
- 3.3 In developing and implementing initiatives and activities under this Memorandum, AŽ shall have particular regard for the national youth policy, Towards Policy 2030 Reaching Out To, Working with and Supporting Young People.

### **ARTICLE 4**

#### *Obligations of MFC*

- 4.1 MFC will support and cooperate with AŽ to develop and implement initiatives and activities that educate, inform and raise awareness about the opportunities emanating from the film industry.
- 4.2 In supporting initiatives and activities under this Memorandum, MFC shall regard its role and remit in promoting film education which provides individuals with a deeper understanding and appreciation of the art of filmmaking, enabling them to engage critically with movies and develop their own creative skills

- 4.3 MFC will provide support to AŽ so that the latter, develops and implements platforms to mentor and guide young people participating in initiatives and activities as defined in sections 3.1 and 4.1.

## **ARTICLE 5**

### *Provision of Information*

- 5.1 The parties to this Memorandum shall provide each other with all necessary and appropriate information as may be necessary. They may be requested by the other party to enable the effective operation of this Memorandum.
- 5.2 Each party shall keep confidential any written information that it receives from the other party marked 'confidential' or notified as confidential.
- 5.3 The Parties shall only make public announcements or statements or publish or release any information concerning any proposed initiative or activity under this Memorandum with the prior written approval of both parties.

## **ARTICLE 6**

### *Period of Validity of the Memorandum of Understanding*

- 6.1 This Memorandum will start running with immediate effect from its date of signature and shall remain valid for a period of three (3) consecutive years from the date of signature.
- 6.2 This Memorandum may be reviewed at any time upon written request by either party.
- 6.3 Any addition, variation or amendment to any of the provisions of the Memorandum or any appendices to it shall only be made with the written consent of both parties.

## ARTICLE 7

### *Termination of Memorandum of Understanding*

7.1 Any of the parties may terminate this Memorandum by giving the other party three (3) months' written notice unless an earlier termination is mutually agreed upon.



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Ms Miriam Teuma  
Chief Executive Officer  
Aġenzija Żgħażaġħ



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Mr Johann Grech  
Commissioner  
Malta Film Commission

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Signed on



**MCAST**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MALTA COLLEGE OF ARTS, SCIENCE AND TECHNOLOGY**

**AND**

**THE MALTA FILM COMMISSION**

The Malta College of Arts, Science and Technology, hereinafter referred to as 'MCAST' and The Malta Film Commission hereinafter, referred to as 'MFC',

*desirous* of developing an initiative to strengthen the collaborative relationship between them.

*conscious* that such collaboration may contribute to strengthen the film industry workforce by collaborating and developing film alongside education,

have agreed upon the following:

## **ARTICLE 1**

### *Scope*

The Parties shall collaborate to achieve the following objectives:

1.1 This Memorandum of Understanding (MoU) sets forth the terms and understanding between the MCAST and the MFC. The scope of this MoU is to enhance the relevance of education to the film industry in all its facets, to provide learning opportunities for the benefit of the sector, and to effectively create a bridge between the film industry and vocational education and training.

## **ARTICLE 2**

### *Mutual Obligations of the Parties*

2.1 MCAST and MFC shall cooperate in a spirit that is transparent, clear and open.

2.2 Each party to this MoU shall be liable for its own acts and omissions and shall be required to act only within its powers and constitution.

2.3 All activities pursuant to the implementation of this MoU must comply with applicable Maltese legislation.

2.4 Both parties will nominate a liaison person, respectively, to develop and coordinate specific activities agreed upon.

2.5 Both parties shall set quarterly meetings to discuss film and education and shall initiate and implement collaborative projects.

**ARTICLE 3**  
*Obligations of MCAST*

MCAST hereby understands that:

3.1 MCAST shall collaborate with the MFC to establish procedures for the involvement of local and international stakeholders in the industry who can provide work-based learning opportunities in relation to courses endorsed by the MFC.

3.2 MCAST shall collaborate with the MFC to identify new courses relating to the local film industry, cinematographic production and television. Any such course development shall be mutually agreed to between the Parties in writing.

3.3 MCAST shall involve MFC in the review of its programmes to ensure their relevance to the sector.

3.4 MCAST shall provide bespoke courses to address skills gaps in areas such as but not limited to the creative arts, engineering, community services, business and commerce as applicable to the film industry.

3.5 MCAST shall collaborate in improving the visibility of careers in film including by facilitating the setting up of initiatives in MCAST which would entice candidates to consider working in the sector at various levels.

3.6 Where appropriate MCAST shall provide spaces within which training related to joint projects can take place and this as mutually agreed in writing between the parties.

3.7 MCAST shall facilitate the participation of the MFC in MCAST events such as but not limited to MCAST career events, open days, Fresher's week, the MCAST ICA Festival, and industry meetings as guests and collaborators upon mutual collaborative agreements entered into between the Parties.

3.8 MCAST shall collaborate with MFC to ensure that MFC has specific funding structures which are more accessible to MCAST students and alumni, and shall facilitate the support of the emerging indigenous industry.

3.9 MCAST shall participate in MFC events upon mutual collaborative agreements entered into between the Parties.

3.10 MCAST will, within the limits of the General Data Protection legislation and upon the relative consent/s provided by the data subjects, support the Film Commission in the compilation of data on MCAST student films for inclusion into a "film catalogue" which will serve to give a platform to local filmmakers on an international level.

**ARTICLE 4**  
*Obligations of MFC*

MFC hereby understands that:

- 4.1 MFC shall identify local and international stakeholders in the industry who can provide work-based learning opportunities for students pursuing courses endorsed by MFC. It shall also communicate any such relevant opportunities to MCAST.
- 4.2 MFC shall collaborate with MCAST to identify new courses relating to the local film industry, cinematographic production and television. MFC shall provide financial support where necessary for resources needed to provide new training programmes and courses applicable for the film industry. Any such course development shall be mutually agreed to between the Parties in writing.
- 4.3 MFC shall participate in the review of MCAST programmes to ensure their relevance to the sector.
- 4.4 MFC shall work closely with MCAST guidance teachers/staff to ensure there's a clearer understanding of career opportunities and pathways in the sector. MCAST courses which are already linked in some way to the film sector will be highlighted in MFC's SureStart campaign which will be ongoing annually. MFC would also jointly work on pamphlets/literature stressing the links between MCAST's already existing courses and Film trades.
- 4.5 MFC shall support MCAST's provision of bespoke courses to address skills gaps in areas such as but not limited to the creative arts, engineering, community services, business and commerce as applicable to the film industry. It shall sponsor the costs (human resources/equipment) of the provision of masterclasses, including train-the-trainer programmes, via specialist contacts.
- 4.6 MFC shall improve the visibility of careers in film including by setting up initiatives in MCAST which would entice candidates to consider working in the sector at various levels.
- 4.7 MFC shall encourage and guide MCAST graduates to join MFC's registry of local practitioners.
- 4.8 MFC shall participate in MCAST events such as but not limited to Fresher's week, the MCAST ICA Festival, and industry meetings and this upon mutual collaborative agreements entered into between the Parties.
- 4.9 MFC shall facilitate the participation of the MCAST in MFC events upon mutual collaborative agreements entered into between the Parties.

- 4.10 MFC shall collaborate with MCAST to ensure that specific funding structures are accessible to MCAST students and alumni, and to facilitate the support of the emerging indigenous industry.
- 4.11 MFC shall collaborate with MCAST to jointly MCAST market courses, both full time and part time, which may have potential for work in the film industry.
- 4.12 MFC shall offer a number of positions in areas such as but not limited to the creative arts, engineering, community services, business and commerce as applicable to the film industry, to MCAST students so that they may achieve experience of working on the preparation of film sets, productions and any other film related activity.
- 4.13 MFC will ensure the inclusion of outstanding student films done by MCAST students in a "film catalogue" which will serve to give a platform to local filmmakers on an international level.

## **ARTICLE 5**

### *Provision of Information*

- 5.1 The parties to this MoU shall provide each other with such information as may be necessary, and may be requested by the other party, to enable the effective operation of this MoU.
- 5.2 Each party shall keep confidential any information that it receives from the other party which is marked 'confidential' or which is notified as confidential by any one of the parties.
- 5.3 The Parties shall not make any public announcement, statement, publish or release any information concerning any proposed activity or pursued collaboration without the prior written approval of both parties.

## **ARTICLE 6**

### *Period of Validity of the Memorandum of Understanding*

- 6.1 This MoU will start running with immediate effect from its date of signature. It shall remain valid for a period of three (3) calendar years from the date of signature.
- 6.2 This MoU may be reviewed at any time upon written request by either party.
- 6.3 This MoU may be extended for a further period of three (3) calendar years upon mutual agreement from both parties. Discussion for extending this MoU shall commence within one (1) calendar year from the end date of the MoU.
- 6.4 Any addition, variation or amendment to any of the provisions of the MoU or any appendices thereto shall only be made with the written consent of both parties.

## ARTICLE 7

### *Termination of Memorandum of Understanding*

7.1 This MoU may be terminated by any one of the parties by giving the other party one (1) calendar year written notice, unless an earlier termination is mutually agreed upon.

7.2 Each party acknowledges and agrees that any failure to perform the obligations stipulated in this MoU shall constitute a breach of this agreement. If this is not remedied within thirty (30) days of written notification from the other party this agreement shall be considered as terminated.

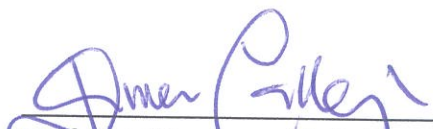
## ARTICLE 8

### *Settlement of Disputes*

8.1 In the absence of an amicable settlement, any dispute between the parties that may arise during the term of this agreement and that has not been possible to settle otherwise between the parties, shall be submitted to the arbitration of the Malta Arbitration Centre, in accordance with the Arbitration Act, Chapter 387 of the Laws of Malta where the Centre shall apply and interpret this memorandum in accordance with the Laws of Malta.

IN WITNESS HEREOF, AND SIGNED IN DUPLICATE ON THIS DATE:

Date: 27.06.2023

  
Prof. Joachim James Calleja  
Principal & CEO  
Malta College of Arts, Science and Technology

  
Mr Johann Grech  
Executive Commissioner  
Malta Film Commission

# MEMORANDUM OF UNDERSTANDING

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BETWEEN

HERITAGE MALTA

AND THE

MALTA FILM COMMISSION



This Memorandum of Understanding is entered on this 27th day of June of the year two thousand twenty-four (2024),

between

Heritage Malta, hereinafter referred to as 'HM', of Triq il-Marina, Kalkara, Malta, duly represented by the Chief Executive Officer Mr. Noel Zammit

and the


Malta Film Commission, hereinafter referred to as 'MFC', of Malta Film Studios Kalkara, KKR 9062, Malta, duly represented by Malta Film Commissioner Mr. Johann Grech,

collectively referred to as "the Parties."

#### Preamble

Whereas, the Parties are committed to developing collaborative initiatives, programs, and activities to promote Heritage Malta's historical sites as filming locations for both local and international productions to enhance cultural heritage and screen tourism in Malta.

Now, therefore, the Parties hereby agree to collaborate on the following:

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ARTICLE 1  
Mutual Obligations of the Parties

1.1 HM and MFC shall cooperate in a spirit of mutual support, wherein all activities pursuant to the implementation of this MoU must comply with applicable Maltese legislation.

1.2 Each Party will nominate liaison persons to develop, coordinate, and monitor the progress of agreed-upon initiatives.

1.3 The Parties shall hold quarterly meetings to discuss potential joint initiatives and shall initiate and implement collaborative projects.


1.4 Both Parties will collaborate on marketing campaigns to promote Malta's historical sites as a filming destination and a tourist hotspot.

1.5 Facilitate and promote the use of Heritage Malta's historical sites to filmmakers worldwide, jointly collaborating to provide logistical support whilst ensuring that filming activities respect the preservation and integrity of the sites. Such promotions and use shall be governed by separate agreements between the parties or any other party that shall promote and make use of the historical sites, at the discretion of HM.

1.6 Raise awareness about heritage conservation through the medium of film, media, publications and via the Mediterranean Film Festival and other festivals.

1.7 Jointly explore the possibility of supporting the production of a film or TV series focusing on the Knights of St. John and the Great Siege of 1565, or any other historical production, highlighting the history and cultural significance of various Heritage Malta sites. Such support by HM shall be governed by separate agreements in order to safeguard and protect the sites or the intellectual property of HM

1.8 Jointly organize a series of screenings at the actual filming locations(s), focusing on major international films shot in Malta and highlighting the island's rich film history and heritage sites.

SG 

1.9 Jointly devise a strategy for the promotion of Villa Gwardamangia and Villa Portelli once restored, promoting the premises as a filming hotspot for historical dramas, royal history, documentaries, and movies, enhancing the villas' profiles and Malta as a cultural landmark.

1.10 MFC will support HM in setting up information panels at the sites managed by HM which have been used by international productions.

1.11 HM will provide the MFC with a pre-determined number of complimentary entrance tickets of its sites (with the exception of the Hal Saflieni Hypogeum and Underground Valletta) for distribution.

1.12 MFC shall support HM by promoting its sites which can host film productions with agencies including but not limited to production companies in order for HM to generate revenue to re-invest in the conservation of the historical sites.

## ARTICLE 2

### Provision of Information

2.1 The Parties to this MoU shall provide each other with any necessary information, as requested by the other Party, to enable the effective operation of this MoU.

2.2 Each Party shall keep confidential any information received from the other Party that is marked as 'confidential' or is otherwise notified as confidential.

2.3 The Parties shall not make any public announcement, statement, publication, or release any information concerning any proposed initiative, activity, or collaboration without the prior written approval of both Parties.

## ARTICLE 3

### Period of Validity of this Memorandum of Understanding

3.1 This MoU will take effect immediately upon the date of signature.

3.2 It shall remain valid for a period of three (3) calendar years from the date of signature.

3.3 This MoU may be reviewed at any time upon written request by either Party. Any addition, variation, or amendment to the provisions of the MoU or any appendices thereto shall only be made with the written consent of both Parties.

3.4 This MoU may be extended for a further period of three (3) calendar years upon mutual agreement of both Parties. Discussions for extending this MoU shall commence within one (1) calendar year before the end date of this MoU.

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ARTICLE 4

Termination of this Memorandum of Understanding

4.1 This MoU may be terminated by either Party by providing the other Party with three (3) months written notice, unless an earlier termination is mutually agreed upon.

IN WITNESS WHEREOF, AND SIGNED IN DUPLICATE ON 27TH JUNE 2024



Mr. Noel Zammit  
CEO, Heritage Malta



Mr. Johann Grech  
Malta Film Commissioner

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE

MALTA TOURISM AUTHORITY

AND THE

MALTA FILM COMMISSION



This Memorandum of Understanding is entered on this 27th day of June of the year two thousand twenty-four (2024),

between the

Malta Tourism Authority, hereinafter referred to as 'MTA', of Building SCM01, Level 3, SmartCity SCM 1001, Kalkara, Malta, duly represented by the Chief Executive Officer Mr. Carlo Micallef

and the

Malta Film Commission, hereinafter referred to as 'MFC', of Malta Film Studios Kalkara, KKR 9062, Malta, duly represented by Malta Film Commissioner Mr. Johann Grech,

collectively referred to as "the Parties."

#### Preamble

Whereas, the Parties are committed to developing collaborative initiatives, programs, and activities to promote the film industry and enhance screen tourism in Malta.


Now, therefore, the Parties hereby agree to collaborate on the following:

#### ARTICLE 1

##### Mutual Obligations of the Parties

1.1 MTA and MFC shall cooperate in a spirit of mutual support, wherein all activities pursuant to the implementation of this MoU must comply with applicable Maltese legislation.

1.2 Each Party will nominate liaison persons to develop, coordinate, and monitor the progress of agreed-upon initiatives.

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1.3 The Parties shall hold quarterly meetings to discuss film and tourism initiatives with the possibility of initiating and implementing collaborative projects.

1.4 Both Parties will collaborate on marketing campaigns to promote Malta as a filming destination and a tourist hotspot, after discussing each initiative and decide which to take forward subject to marketing value and budgets available. This will include social media campaigns, targeted advertisements, and participation in international film festivals and tourism expos.

1.5 MFC commits to assist MTA in developing a digital interactive map highlighting renowned film locations in Malta, providing detailed information about each location, including film trivia, behind-the-scenes anecdotes, and nearby attractions. Furthermore, both parties will explore the possibility of integrating Virtual Reality (VR) and Artificial Intelligence (AI) technologies to further enhance the experience, thus also serving as a promotional tool.

1.6 MFC will develop, produce and maintain themed informational guides that coincide with the release of popular films shot in Malta, and MTA will promote these informational guides.

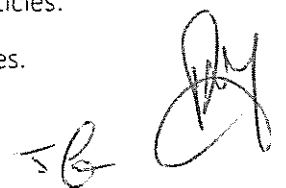
1.7 Jointly explore the possibility of supporting and incentivising the production of a film or TV series focusing on major historical and pre-historical eras, such as the Knights of St. John and the Great Siege of 1565.

## ARTICLE 2

### Individual Obligations of the Parties

MTA shall:

- Incorporate film and TV references into marketing campaigns, leverage on popular shows or movies to attract visitors.
- Capitalise on premieres, anniversaries, or special releases.
- Offer to MFC the opportunity to publish screen tourism related blogs/articles.
- Encourage specialisation in screen tourism in the training of tourist guides.



MFC shall:

- Encourage filmmakers to include local landmarks by offering incentives for using regional locations.
- Provide MTA with information about filming locations, historical context, and interesting trivia for the promotional purposes.
- Encourage filmmakers, actors, and crew members to be testimonials for the destination.
- Provide MTA with timely information about upcoming productions.
- Coordinate media releases, and any promotional assets, so as MTA can distribute to its international network in a timely manner.
- Ensure that film-related artifacts, such as costumes, props, etc., are collected for an eventual film archive.

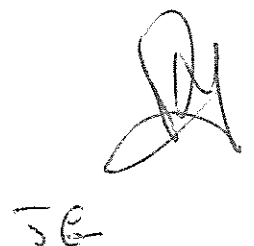
### ARTICLE 3

#### Provision of Information

2.1 The Parties to this MoU shall provide each other with any necessary information, as requested by the other Party, to enable the effective operation of this MoU.

2.2 Each Party shall keep confidential any information received from the other Party that is marked as 'confidential' or is otherwise notified as confidential.

2.3 The Parties shall not make any public announcement, statement, publication, or release any information concerning any proposed initiative, activity, or collaboration without the prior written approval of both Parties.

Handwritten signature and initials. The signature is a stylized, cursive name, and the initials below it appear to be 'JE'.

#### ARTICLE 4

##### Period of Validity of this Memorandum of Understanding

3.1 This MoU will take effect immediately upon the date of signature.

3.2 It shall remain valid for a period of three (3) calendar years from the date of signature.

3.3 This MoU may be reviewed at any time upon written request by either Party. Any addition, variation, or amendment to the provisions of the MoU or any appendices thereto shall only be made with the written consent of both Parties.

3.4 This MoU may be extended for a further period of three (3) calendar years upon mutual agreement of both Parties. Discussions for extending this MoU shall commence within one (1) calendar year before the end date of this MoU.

#### ARTICLE 5

##### Termination of this Memorandum of Understanding

4.1 This MoU may be terminated by either Party by providing the other Party with one (1) calendar year written notice, unless an earlier termination is mutually agreed upon.

IN WITNESS HEREOF, AND SIGNED IN DUPLICATE ON 27th JUNE 2024



Mr. Carlo Micallef  
CEO, Malta Tourism Authority



Mr. Johann Grech  
Malta Film Commissioner



## **Memorandum of Understanding**

**between**

**British Film Commission**

**and**

**Malta Film Commission**

**28<sup>th</sup> June 2023**

## MEMORANDUM OF UNDERSTANDING

### Context

This Memorandum of Understanding (MOU) is entered into on 28<sup>th</sup> of June 2023

between:

(1) The **British Film Commission** of The Arts Building, Morris Place, London N34 3JG

and

(2) The **Malta Film Commission** of Malta Film Studios, St. Rocco Street, Kalkara, KKR 9062

The British Film Commission is the UK Government's national organisation responsible for inward investment film and television production in the UK. Funded by the Department for Culture, Media and Sport through the BFI and by the Department for Business and Trade, the British Film Commission leads on:

- Maximising and supporting the production of major international feature film and high-end television in the UK
- Strengthening and promoting the UK's screen infrastructure
- Liaising between the Government and industry to secure and maintain production friendly policies.

The Malta Film Commission is a government organisation responsible for the promotion, development, and support of the audio-visual industry, including the film servicing industry in Malta. This is achieved through various policies, services, and incentives with an aim to facilitate the work of qualifying productions in Malta and by showcasing Malta's locations, skilled labour, and industry capabilities on the international stage. In addition, the MFC is also responsible for developing an indigenous film industry through training programmes and support schemes.

This MOU is not intended to be legally binding, but sets out the terms on which the two Participants will co-operate to enhance collaboration in matters relating to film and high-end television production. It is a reflection of the Participants' commitment to delivering a frictionless and film-friendly service which supports productions working in both territories. As such it is accepted that no financial commitment is intended or implied.

The term of this MOU shall be for an initial period of three years, and shall continue for consecutive periods each of one year, subject to written notice by either party providing three months' notice, not less than three months before the end of each period.

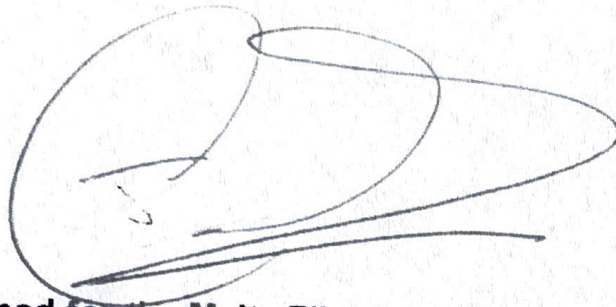
## **The Agreement**

The British Film Commission and the Malta Film Commission will:

1. Work together to actively foster opportunities to support inward investment film and high-end television production in both territories.
2. Explore new and innovative opportunities to support the seamless operation of productions in both territories, and address any challenges that may arise in a proactive and timely manner.
3. Advise the national administrations in our respective territories on measures necessary to support successful collaboration in the field of film and high-end television production.
4. Explore the potential for joint promotion in the national and international marketplace.
5. Use best endeavours to promote nationally and internationally each other's territories for their particular specialisms and strengths in a complementary way.
6. Engage in marketing and promotional activities regionally, nationally and internationally to support partnership activity and ensure that the global industry is aware of our partnership approach to supporting inward investment productions.
7. Foster screen tourism opportunities that may arise as a result of productions working across our respective territories.
8. Identify and promote success stories and case studies in order to showcase the positive impact of the partnership.
9. Share best practice which facilitates production across both territories.

## **Delivery**

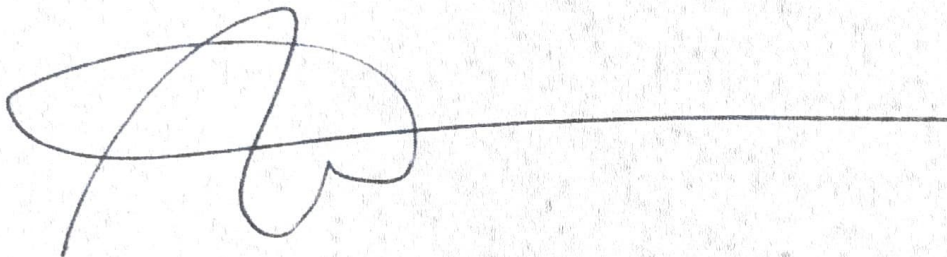
Delivery will be managed by either Participant or jointly depending on the nature of agreed activities. Services shall be appropriately branded with the Participants' logos.



**Signed for the Malta Film Commission**

Johann Grech, Malta Film Commissioner

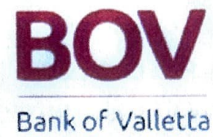
Date 28<sup>th</sup> June 2023



**Signed for the British Film Commission**

Adrian Wootton OBE, Chief Executive

Date 28<sup>th</sup> June 2023



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Malta Film Commission**

**and**

**Bank of Valletta p.l.c.**

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into on the 26<sup>th</sup> day of June 2023 by and between:

Malta Film Commission ("MFC") ("First Party") and  
Bank of Valletta p.l.c. ("BOV") ("Second Party")  
Both known collectively as the "Parties".

## Background

Against a background of heightened activity in the local film industry, now is the time for Malta to move to the next phase of this success story. As with every industry, the long-term success of a project is in nurturing home-grown talent. The country's long-term vision includes the creation of a robust group of service providers locally that would be adequately equipped to meet the demand for services of incoming productions to obtain the required support services locally. The MFC understands this factor and has set its sights on firmly assisting local service providers to make the quantum leap and upgrade their technology to international standards. Naturally, such a transformation requires an important investment by the local film studios and the MFC is committed to support.

As conveyed in its Mission Statement, BOV has always been committed to enhance the prosperity of and to further support the development of the Maltese economy. The Bank has along the years assisted various industries locally to develop for the benefit of the country as a whole.

## Purpose and Scope

Hence, the MFC and BOV desire to sign a Memorandum of Understanding ("MOU") in relation to a collaboration between the Parties to provide the stakeholders in the local film industry with a scheme that facilitates financial resources in the form of borrowing as assistance for the acquisition of equipment needed in upgrading their services. The MFC agrees that any requests for financing shall be subject to BOV's normal lending criteria, including requests for information/documentation in order for BOV to comply to with its legal obligations in respect Anti Money Laundering.

## The Parties Obligations

The Parties desire and wish that this document will not create any form of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of film industry in Malta.

### **Dispute Resolution**

The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute.

### **Governing Law**

This MOU shall be construed in accordance with the laws of Malta.

### **Assignment**

Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

### **Amendment**

This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

### **Termination**

This MOU may be terminated by any of the Parties by giving one-month notice in writing.

### **Prior Memorandum Superseded**

This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

### **Understanding**

By signing this MOU, both Parties of this MOU mutually agree and understand that each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including reasonable attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.

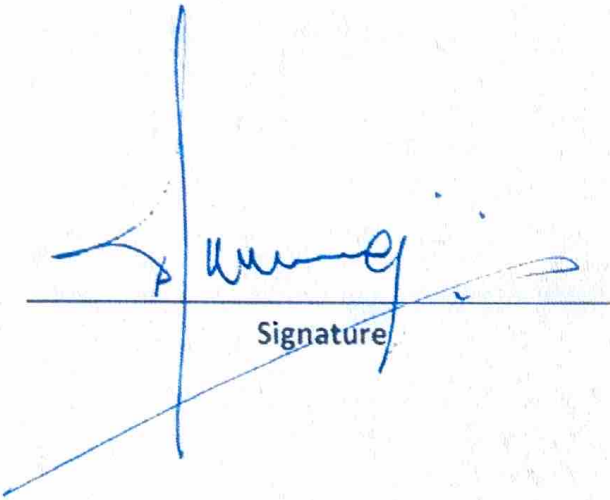
SIGNATURES



Signature

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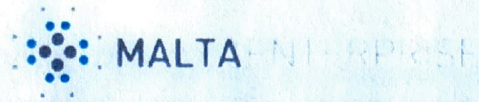
Johann Grech  
Commissioner



Signature

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Kenneth Farrugia  
Chief Executive Officer



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Malta Film Commission**

**and**

**Malta Enterprise Corporation**

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**MALTA ENTERPRISE AND THE MALTA FILM COMMISSION**

This Memorandum of Understanding (hereinafter "MoU") is made and entered into as of this twenty sixth (26th) day of June 2023 (hereinafter "the effective date") between:

The Malta Film Commission (hereinafter the "Commission"), whose registered address is located at *St. Rocco Street, Il-Kalkara KKR 9062, Malta* on the one part;

And the Malta Enterprise Corporation (hereinafter "the Corporation"), having its registered address at *Gwardamangia Hill, Pieta, MEC 0001, Malta* on the other part.

Individually to be referred to as a "Party", while collectively to be referred to as the "Parties".

**WHEREAS:** The Corporation is intended to act as Malta's economic development agency, tasked with attracting new Foreign Direct Investment as well as facilitating the growth of existing operations. Over and above that, it acts as an adviser to Government on economic policy due to its close and constant interaction with the main economic players in Malta;

**WHEREAS:** The Corporation stresses on the importance of not duplicating current services and support, which are already being offered by other entities;

**WHEREAS:** The Commission is the first point of contact for national and international filmmakers in Malta. As a government entity, the Commission aims to be the facilitator for film productions in Malta by providing support in location scouting and in searching for service partners within the industry. Moreover, the Commission lobbies for film and promotes Malta as a film and production destination on a global scale, with the aim of attaining long-term benefits for the local film industry.

**WHEREAS:** Parties wish to lay down the terms and conditions on the basis of which the proposed agreement will be entered into this:

**NOW THEREFORE,** the Parties agree to the following:

**Article 1: The Purpose**

1. The Purpose of this MoU shall be to facilitate the collaboration between the Corporation and the Commission as part of ongoing discussions, with the purpose to establish a collaboration aimed at supporting the efforts and projects of the Malta Film Commission.

2. In this collaboration the Parties shall agree amongst themselves that the Corporation will further assist in clarifying how film-makers and all entrepreneurs forming part of the film industry may benefit from business incentives administered by Malta Enterprise.

## **Article 2: The Proposed Cooperation**

1. The Proposed Cooperation will yield to a collaboration between the Parties on keeping an updated body of information in relation to ME incentives and the eligibility of all film industry professionals to the said incentives. The first iteration of this information is being attached to this MoU.

## **Article 3: Role and Responsibilities**

1. The Corporation shall ensure that it undertakes all efforts to introduce local stakeholders and to support projects of the Commission, whenever this is possible and relevant to the project.
2. The Corporation shall also assist the Commission in supporting local businesses in the film industry to maximise the utilization of available schemes and funds with the aim of increasing uptake from the industry.
3. The Commission shall make the Corporation aware of any projects which are of interest to the Corporation, it will ascertain that it provides the Corporation with all the marketing material the Corporation may use to support its efforts.
4. The Commission shall continue offering visibility opportunities to the Corporation and its schemes at any of its yearly or ad hoc events. These may include but are not limited to – Malta Film Week and the Mediterranean Film Festival.

## **Article 4: Statement of Principles**

1. Collaborative Initiatives undertaken in support of people will be underpinned by the values of respect, recognition, sustained support and solidarity and principles of responsiveness, access, participation, inclusion, integration, diversity, empowerment, and equality.

## **Article 5: Intellectual Property**

1. Any use of the name of a Party, including but not limited to its trademark and logo under the MoU and/or any subsequent agreements will require the prior written permission of that Party. All joint promotional materials shall bear the official corporate logos of the Parties and shall be subject to editorial checks by the Parties, according to the Parties' internal procedures.

## **Article 6: Costs**

1. The parties acknowledge and agree that each of them shall bear its own costs arising from that Party's respective efforts, including but not limited to the costs associated with the Proposed Cooperation.

**Article 7: Termination**

1. This MoU shall be valid for a period of three (3) years and may be renewed by mutual agreement in writing between the parties.
2. If neither continues to perform its obligations under the Agreement or otherwise does not communicate in writing its desire to continue with the MoU, the Agreement shall expire and no other obligations.

IN WITNESS WHEREOF, each of the Parties has duly executed this MoU as of the day and year first written above.

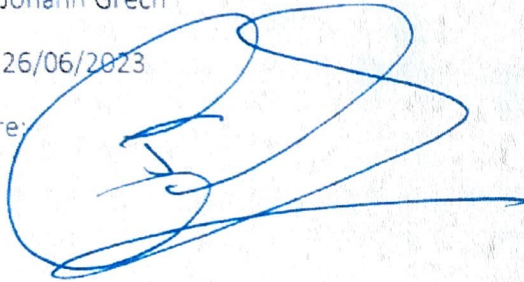
**Executed by:**

**The Malta Film Commission**

Name: Johann Grech

Date: 26/06/2023

Signature:

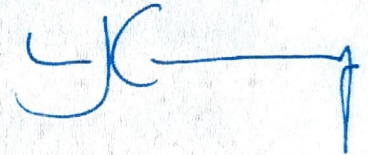


**Malta Enterprise Corporation**

Name: Kurt Farrugia

Date: 26/06/2023

Signature:



**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**MALTA INVESTMENT MANAGEMENT COMPANY LIMITED AND THE MALTA FILM**  
**COMMISSION**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into as of this twenty sixth (26th) day of June 2023 (hereinafter "the effective date") between:

The Malta Film Commission (hereinafter "The Commission"), whose registered address is located at *St Rocco Street, Il-Kalkara KKR 9062, Malta* on the one part;

And the Malta Investment Management Company Limited (hereinafter "MIMCOL"), having its registered address at *Clock Tower, L 1, Tigne Point, Sliema TP01, Malta* on the other part.

Individually to be referred to as a "Party", while collectively to be referred to as the "Parties".

**WHEREAS:** MIMCOL is a government entity dedicated to creating, assisting and promoting financial endeavors/projects with the ultimate aim of strengthening the national economic effort; offering services for the restructuring and privatization, strategic management services, Human Resources guidance and a wide range of financial services. As part of its functions, MIMCOL has set up the Seed Investment Scheme (hereinafter "SIS") that has been introduced in order to help start-ups raise equity finance;

**WHEREAS:** MIMCOL stresses on the importance of not duplicating current services and support, which are already being offered by other entities;

**WHEREAS:** The Commission is the first point of contact for national and international filmmakers in Malta. As a government entity, the Commission aims to be the facilitator for film productions in Malta by providing support in location scouting and in searching for service partners within the industry. Moreover, The Commission lobbies for film and promotes Malta as a film and production destination on a global scale, with the aim of attaining long-term benefits for the local film industry.

**WHEREAS:** Parties wish to lay down the terms and conditions on the basis of which the proposed agreement will be entered into this:

**NOW THEREFORE,** the Parties agree to the following:

**Article 1: The Purpose**

1. The Purpose of this MOU shall be to facilitate the collaboration between MIMCOL and the Commission as part of ongoing discussions, with the purpose to establish a collaboration aimed at supporting the efforts and projects of the Malta Film Commission.

2. In this collaboration the Parties shall agree amongst themselves that MIMCOL will further assist in clarifying how film-makers and all entrepreneurs forming part of the film industry may benefit from the Seed Investment Scheme (SIS) administered by MIMCOL

#### **Article 2: The Proposed Cooperation**

1. The Proposed Cooperation will yield to a collaboration between the Parties on keeping an updated body of information in relation to the SIS and the eligibility of all film industry professionals to the said incentive. The first iteration of this information is being attached to this MOU.
2. The parties further agree that MIMCOL is the competent entity responsible for the administration of the Scheme and to help start-ups raise equity finance in terms of The Seed Investment Scheme (Income Tax) Rules, 2022.

#### **Article 3: Role and Responsibilities**

1. MIMCOL shall ensure that it undertakes all efforts to introduce local stakeholders and to support projects of the Commission, whenever this is possible and relevant to the project.
2. MIMCOL shall also act as the contact point for both 'qualifying investors' and 'qualifying companies' as defined in Legal Notice 356 of 2022 and to provide the required assistance, to ensure that those eligible benefit from incentives in the form of tax credits to individual investors resident in or operating in Malta, who invest in a qualifying Maltese start-up or early stage companies.
3. The Commission shall make MIMCOL aware of any projects which are of interest to MIMCOL, it will ascertain that it provides MIMCOL with all the marketing material MIMCOL may use to support its efforts.
4. The Commission shall continue offering visibility opportunities to MIMCOL and its schemes at any of its yearly or ad hoc events. These may include but are not limited to – Malta Film Week and the Mediterranean Film Festival.

#### **Article 4: Statement of Principles**

1. Collaborative Initiatives undertaken in support of people will be underpinned by the values of respect, recognition, sustained support and solidarity and principles of responsiveness, access, participation, inclusion, integration, diversity, empowerment, and equity.

#### **Article 5: Intellectual Property**

1. Any use of the name of a Party, including but not limited to its trademark and logo under the MoU and/or any subsequent agreements will require the prior written permission of that Party. All joint promotional materials shall bear the official corporate logos of the Parties and shall be subject to editorial checks by the Parties, according to the Parties' internal procedures.

**Article 6: Costs**

1. The parties acknowledge and agree that each of them shall bear its own costs arising from that Party's respective efforts, including but not limited to the costs associated with the Proposed Cooperation.

**Article 7: Termination**

1. This MoU shall be valid for a period of three (3) years and may be renewed by mutual agreement in writing between the parties.
2. If neither continues to perform its obligations under the Agreement or otherwise does not communicate in writing its desire to continue with the MoU, the Agreement shall expire and no other obligations.

IN WITNESS WHEREOF, each of the Parties has duly executed this MoU as of the day and year first written above

Executed by:

The Malta Film Commission

Name: Johann Grech

Date:

Signature:

Malta Investment Management Company Limited

Name: Ronald Mizzi

Date: 13/07/2023

Signature: