**Collaboration Agreement**

**Post-Doctoral Fellowship Scheme**

**[INSERT PROJECT ACRONYM]**

**(UM REF:)**

This Collaboration Agreement (the “**Agreement**”) is made by and between:

1. **XXXX** (“XXX” or the **“Economic Operator”**), a limited liability company duly constituted, formed and registered under the Laws of Malta with Company Registration Number XXX, and having its registered address at XXXX, represented herein by XXXX, duly authorised for this purpose;

and

1. the **University of Malta** (**“UM”**) of Msida, MSD 2080, Malta, represented herein by the Rector, Professor Alfred J. Vella, duly authorised for this purpose.

Hereinafter for the purposes of this Agreement individually referred to as a **“Party”** and all of them together and jointly, as **“Parties”**.

**PREAMBLE**

1. WHEREAS the Parties have jointly been involved in a successful application for a grant through the Post-Doctoral Fellowship Scheme to carry out a project with the name “[PROJECT TITLE/ACRONYM]” (the **“Project”**) financed by the Ministry for Education, Sports, Youth, Research and Innovation;
2. WHEREAS the Parties are aware and acknowledge that during the course of the Project and thereafter they will be exposed to each other’s know-how, trade names, trademarks, trade secrets, trade technology and other proprietary information;
3. WHEREAS the Parties will enter into a beneficiary agreement with the Ministry for Education, Sport, Youth, Research and Innovation for the purposes of setting out the terms and conditions subject to which the Project will be funded (hereinafter the **“Beneficiary Agreement”**);and WHEREAS, as a result of the above, the Parties are desirous to enter into this Agreement as a document to be considered, for their purposes, as ancillary and complementary to the Beneficiary Agreement, binding only between the Parties, with respect to the protection of Intellectual Property Rights and disclosure of certain proprietary, secret or confidential information to regulate the rights of the Parties in this respect and to prevent the unauthorized disclosure of secret or confidential information, and wish to define their rights and obligations with respect to such intellectual property and secret or confidential information.

**THE PARTIES THEREFORE HEREBY AGREE AS FOLLOWS:**

1. Definitions
   1. Defined Terms

Unless the context otherwise required, the following terms shall have the meaning attributed to them below:

1. **Access Rights** means rights to use Results or Background under the terms and conditions laid down in the Beneficiary Agreement and as more particularly specified under this Agreement;
2. **API** means application programming interface used in respect of a specific Software;
3. **Background** means any and all, data, information or know-how (tangible or intangible) whatever its form or nature, including any Intellectual Property and IPRs that is/are:

(i) owned by a Party or that a Party has a right to license, prior to the Start Date of the Project; or

(ii) developed or acquired by a Party independently from the work in the Project even if in parallel with the performance of the Project,

but solely to the extent that such data, information, know-how and/or IPRs are used in or introduced into the Project by the Party who owns or has the right to license it;

1. **Confidential Information** means all information (including any copies thereof) recorded, preserved or disclosed in whatever manner and via any media (in tangible or intangible form), by a Party or its employees, agents, officers, representatives or advisers (the **“Disclosing Party”**) to the other Party and that Party's employees, officers, representatives or advisers (the **“Receiving Party”**) including but not limited to:
2. the terms of this Agreement;
3. any information that would be regarded as confidential by a reasonable business person relating to:

* the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
* the operations, processes, product or service information, know-how, designs, trade secrets or software of the disclosing party;

1. any information of whatsoever nature duly marked by the Disclosing Party as “confidential” upon disclosure; and
2. any analysis derived from the above information.
3. **Defaulting Party** shall mean a Beneficiary that is responsible for an Event of Default in terms of Article 4.1 of the Beneficiary Agreement;
4. **Exploitation** or **Exploit** means the direct or indirect use of Results (i) in developing, creating or marketing a product, or process, or (ii) in creating and providing a service;
5. **Intellectual Property Rights** or **IPR(s)** means patents, patent applications and other statutory rights in inventions; copyright and related rights (including without limitation copyrights in Software); trade-marks, tradenames and domain names, registered design rights, applications for registered design rights, unregistered design right s and other statutory rights in designs; rights in get-up, goodwill and the right to sue for passing off or unfair competition; rights in computer software; database rights; rights to preserve the confidentiality of information (including know-how and trade secrets); and other similar or equivalent forms of statutory protection, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, but excluding rights in Confidential Information and/or trade secrets;
6. **Ministry** means the Ministry for Education, Sports, Youth, Research and Innovation;
7. **Needed** means in respect of executing or carrying out the Project, and/or in respect of “Exploitation of Results”, technically essential and:
8. where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under the Beneficiary Agreement and this Agreement;
9. where Confidential Information is concerned, only Confidential Information which has been disclosed during the Project may be considered as technically essential, except as otherwise agreed between the Parties;
10. **Object Code** means Software in machine-readable compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other Software;
11. **Result(s)** means any tangible or intangible output of the Project, such asdata, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Project as well as any rights attached to them, including Intellectual Property Rights;
12. **Software** means a software program being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression;
13. **Source Code** means Software in human-readable form normally used to make modifications to it, including but not limited to comments and procedural code such as job control language and scripts to control compilation and installation;
14. **Subcontractor** means a third party which has entered into an agreement on business conditions with one or more of the Parties, in order to carry out part of the work of the Project without the direct supervision of the beneficiary and without a relationship of subordination; and
15. **Termination** means termination of this Agreement for whatsoever reason.

Provided that any other capitalised terms used in this Agreement that are not defined in this Section 1.1 shall have the meaning attributed to them in the Beneficiary Agreement (including, for the avoidance of doubt, any of its annexes).

* 1. Interpretation

In this Agreement, the following rules of interpretation shall apply:

1. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
2. A reference to a particular law or regulation is a reference to it as it is in force at the time of its application, therefore taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
3. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
4. Any phrase containing the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the meaning or sense of the words preceding that term.
5. Any reference to a “Section” shall mean a reference to a provision in this Agreement.
6. Duration and Termination
7. Term and Termination
8. This Agreement shall come into force on the latest date of signature of the Parties hereto and shall continue in full force and effect until the complete fulfilment of all obligations undertaken by the Parties under the Beneficiary Agreement and under this Agreement.
9. Notwithstanding paragraph (a) of this Section 2.1, this Agreement or the participation of a Party to it may be terminated prior to the expiry of the Term as follows:

(i) forthwith by the non-Defaulting Party providing notice to a Defaulting Party;

(ii) forthwith by the Party not suffering the Force Majeure in the event of a Party suffering Force Majeure, in the manner provided in Section 3.6; and

(iii) by the mutual written consent of all of the Parties, on such terms as may be agreed between them.

Provided that paragraphs (i) and (ii) above shall be without prejudice to Sections 2.2 and 5.3(b) of this Agreement.

1. Survival of rights and obligations

All provisions of this Agreement which by their nature should survive the Termination (whether terminated with respect to any or all Parties as provided under Section 2.1) shall survive Termination. This shall include the provisions relating to Definitions (Section 1), Background and Results (Section 4), Access Rights (Section 5) and Confidential Information (Section 6), for the time period mentioned therein, as well Liability (Section 3), General Provisions (Section 7) and Applicable law and Dispute Resolution (Section 8).

1. Liability
2. No warranties
3. In respect of any information or materials (including Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.
4. In pursuance of paragraph (a) of this Section 3.1, the following shall apply:

the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials; and

no Party granting Access Rights shall be liable vis-à-vis any the other Party in the event of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

1. Liability: General

Subject to the following provisions of this Section 3, the general provisions of Maltese law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents and Subcontractors and arising in connection with the Project (including this Agreement or the Beneficiary Agreement).

1. Excluded liabilities

Notwithstanding Section 3.2, and without prejudice to the remaining provisions of this Section 3, in no event shall any Party be liable to another Party for loss or damage caused by a Party, its employees, agents and Subcontractors in connection with the Project (including this Agreement or the Beneficiary Agreement) for any of the following (howsoever caused or arising) and even if such Party was informed or aware of the possibility thereof:

1. loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities;
2. lost contracts, goodwill, and anticipated savings;
3. loss of or damage to reputation or to data;
4. costs of recall of products; or
5. any type of indirect, incidental, punitive, special or consequential loss or damage.
6. Exceptions to Section 3.3

The exclusions and limitations stated in Section 3.3 shall expressly not apply in respect of the following:

1. any infringement of the IPRs of any other Party, which is the result of any activity or use of such IPRs that exceeds the scope of the Access Rights granted or pursuant to the Beneficiary Agreement or this Agreement, or that is not in compliance with the associated terms and conditions upon which the Access Rights have been granted;
2. any breach by a Party of its obligations under Section 6;
3. fraud;
4. death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act of a Party, its directors, employees, agents and Subcontractors; wilful misconduct, gross negligence, wilful breach by a Party of any obligation accepted under the Beneficiary Agreement and this Agreement; or
5. otherwise in so far as mandatory applicable law overrides such exclusions and limitations.
6. Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party’s obligations by it or on its behalf under this Agreement or from its use of Results or Background.

1. Force Majeure

No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure. The Party suffering the Force Majeure will notify the other Party/ies and the Ministry in writing of any Force Majeure without undue delay, describing the Force Majeure event, its anticipated duration and use reasonable efforts to resume performance as soon as possible. A twelve (12)-week grace period (to be reckoned from the date of the aforesaid notification) shall be given for overcoming the consequences of Force Majeure, following which the Party not suffering the Force Majeure shall have the option of deciding such steps which may be necessary in order to fulfil the obligations of the Party suffering the Force Majeure under the Beneficiary Agreement, which may also include a termination this Agreement in respect of the Party suffering the Force Majeure.

1. Background and Dissemination of Results
2. Background

The Parties hereby acknowledge that any Background of a Party shall remain the exclusive property of that Party.

1. Dissemination of Results

The UM shall have the right to publish and disseminate the Results of the Project, and the Parties agree that the results of the Project shall be widely disseminated through conferences, publication, open access repositories, or free or open source software, provided that during the Project and for the period of time as stated in Section 6.1(a), the publication and dissemination of Results shall be subject to the following:

* + - * 1. The Party planning to publish or disseminate Results (hereinafter the **“Requesting Party”**) shall give the other Party prior written notice of the final version of the planned publication or dissemination material at least forty-five (45) days before the planned publication or dissemination submission date. Any objection to the planned publication shall be made in writing by the objecting Party to the Requesting Party within thirty (30) days from receipt of the said written notice. If no objection is made within the time limit stated above, the publication or dissemination is permitted.
        2. An objection to a planned publication or dissemination by a Party is justified if any of the following applies:

1. the protection of the objecting Party's Background is adversely affected;
2. the proposed publication includes Confidential Information of the objecting Party; and
3. the objecting Party's legitimate academic or commercial interests would be significantly harmed.
   * + - 1. Any and all objection(s) shall include, to the extent possible, a precise request for necessary modifications.
         2. If an objection has been raised on one or more of the grounds mentioned in paragraph (b) of this Section 4.2, the objecting Party and the Requesting Party shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting Confidential Information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.
4. Dissemination of another Party’s unpublished Background or Confidential Information

In the event that a Party wishes to include in a dissemination activity another Party's Background and/or Confidential Information, it needs to first obtain that Party's prior written approval. In such case, the procedure provided in Section 4.2 is to be followed by that Party, provided that the mere absence of an objection according to Section 4.2 of this Agreement shall not in any instance be considered as an approval.

1. Co-operation obligations

In accordance with Section 4.2 of this Agreement, prior to notifying any planned publication and/or any planned dissemination of Results, Parties shall undertake reasonable efforts to refrain from including in such planned publication and/or such planned Dissemination activity of any other Party’s Background or Confidential Information.

1. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

1. Access Rights
2. Background included
   * + - 1. Each Party hereby grants the other Party a non-exclusive, royalty-free licence to the relevant part or parts of its Background, and to its Confidential Information, for the sole purpose of carrying out their duties for the successful completion of the Project in terms of the Beneficiary Agreement.
         2. For the avoidance of doubt, any Access Rights granted under this Agreement expressly exclude any rights to grant sub-licences, unless expressly stated otherwise in this Agreement or agreed in writing between the Parties concerned.
         3. Save in exceptional circumstances, the granting of Access Rights shall be free of any administrative transfer costs. Any and all Access Rights granted under this Agreement shall be granted on a non-exclusive, non-transferable and worldwide basis, if not otherwise agreed in writing by the Parties concerned.
3. Access Rights for implementation of the Project

Access Rights to Background neededby a Party for the implementation of its own tasks underthe Project are hereby requested (in accordance with the requirements of the Beneficiary Agreement), and shall be deemed granted, as of the date of the Beneficiary Agreement entering into force, on a royalty-free basis to and by all Parties, and shall either terminate automatically upon completion of the Project or upon Termination, as applicable, subject to the provisions of Section 5.3.

1. Access Rights for Parties leaving the Project
2. Access Rights relating to a leaving non-Defaulting Party

(i) Any and all Access Rights granted to a non-Defaulting Party and such Party's right to

request Access Rights shall cease immediately upon termination of the non-Defaulting Party’s participation in the Project. The other Party may continue to grant the non-Defaulting Party the same or partial Access Rights to its Background existing at the time of such termination, provided that the granting of continued use of such Access Rights is specified in writing in the termination agreement;

(ii) A withdrawing Party shall have the right to withdraw Access Rights pursuant to the Beneficiary Agreement and this Agreement in respect of its Background existing at the time of such termination, but may continue to grant the same or partial Access Rights to its Background existing at the time of such termination provided that the granting of continued use of such Access Rights is specified in writing in the termination agreement; and

1. Access Rights relating to a leaving Defaulting Party
2. Any and all Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Ministry to terminate its participation in the Project.
3. A Defaulting Party shall continue to grant Access Rights pursuant to the Beneficiary Agreement and this Agreement in respect of its Background as prescribed in this Agreement.
4. A Defaulting Party shall immediately return at its own cost any and all other Party’s materials, equipment, and any other element being in its possession, if and where requested by a Party (including without limitation Confidential Information capable of being returned).
5. Specific provisions on Access Rights to Software
   1. For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 5 are also applicable to Software.
   2. Parties’ Access Rights to Software generally do not include any right to receive the following:
6. Source Code; or
7. Object Code ported to a certain hardware platform; or
8. any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.
   1. Access Rights to Software which is Background shall only be provided to the Object Code of such Software, unless otherwise agreed between the Parties concerned.
9. Confidential Information
10. Obligations of the Parties
11. A Party being the recipient of Confidential Information under this Agreement (the **“Recipient”**) hereby undertakes for the duration of this Agreement and indefinitely after the end of the Project:
12. not to use Confidential Information otherwise than for the purpose for which it was disclosed;
13. not to disclose Confidential Information to any third party other than Subcontractors without the prior written consent by the Party disclosing the Confidential Information (the **“Disclosing Party”**), wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Subcontractors to provisions at least as strict as provided in this Section 6;
14. to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case, shall apply not less than reasonable care); and
15. to ensure that internal distribution of Confidential Information by it and by any Subcontractors shall take place strictly on a need-to-know basis;
16. to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipient including all copies thereof, and to delete all such Confidential Information stored in a machine-readable form to the extent practically possible; provided that the Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations, for the proof of on-going obligations or to the extent the Confidential Information is archived (such as by Recipient’s automated back-up archiving practices), provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.
17. Further to provisions of paragraph (a) of this Section 6.1, the Recipient undertakes to disclose the Confidential Information only to its employees, subcontractors or such persons otherwise engaged by it specifically to assist the Recipient in undertaking its obligations with respect to the Project who:
18. Reasonably need to receive the Confidential Information for the purposes of the implementation of the Project;
19. Have been informed by the Recipient of the confidential nature of the Confidential Information and of the terms of the present Agreement; and
20. Have been advised of, and agree to be bound, by equivalent obligations to those in the present Agreement.
21. The provisions of paragraph (a) of this Section 6.1 shall not apply to disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
22. the Confidential Information has become publicly available by means other than a breach of the Recipient’s confidentiality obligations;
23. the Disclosing Party has informed the Recipient that the Confidential Information is no longer confidential;
24. the Confidential Information has been communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party, as the Recipient can evidence by written records;
25. the Confidential Information was developed by the Recipient completely independently of any such disclosure by the Disclosing Party, as the Recipient can evidence by written records;
26. the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidence to the Disclosing Party, as the Recipient can evidence by written records; or
27. the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provisions of Section 6.2.
28. The Recipient shall further limit and control any copies and reproductions of the Confidential Information. The Recipient shall return (or destroy, as applicable) all records or copies of the Confidential Information at the request of the Disclosing Party and at the latest on termination of this Agreement. This shall not apply to Confidential Information or copies thereof which must be retained by the Recipient according to mandatory law, provided that such Confidential Information or copies thereof shall be subject to the confidentiality terms of this Agreement for the duration of Term (as defined in Section 2.1(a)) and indefinitely thereafter.
29. All Confidential Information disclosed under this Agreement shall remain the exclusive property of the Disclosing Party, as well as all patent, copyright, trade secret, trade mark and other Intellectual Property Rights therein. Furthermore, the Parties agree that this Agreement and the disclosure of Confidential Information hereunder do not grant or imply any license, interest or right to the Recipient in respect to any Intellectual Property Right of the other Party.
30. Notification obligations

(a) The Recipient shall promptly notify the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information as soon as practicable after it becomes aware thereof.

(b) If the Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order in terms of Section 6.1 (b)(vi), it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

1. notify the Disclosing Party; and
2. comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the Confidential Information and to mitigate any damage which the said disclosure may cause.
3. General Provisions
4. Notices
   1. 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 following email addresses:
5. For the UM: to the email address of the Lead UM Academic, with a copy to [knowledgetransfer@um.edu.mt](mailto:knowledgetransfer@um.edu.mt); and
6. For the Economic Operator: to the email address of a duly-authorised legal representative of the Economic Operator with a copy to [insert email address, if applicable],
7. or to any such any other email address as duly notified by one Party to the other from time to time;
8. provided that any notice requires to be given by any Party to the Ministry shall be duly given to the Ministry in the manner provided in Article 6.3 of the Beneficiary Agreement.
   1. For the purposes of this Agreement, any notice duly sent by email shall be deemed to be delivered and received upon transmission, provided that notices sent after 17:00HRS CET on a working day, and notices sent on a Saturday, Sunday or on a public or national holiday in Malta, shall be deemed to be received at 09:00HRS CET of the immediately-following working day.
   2. This Section 7.1 does not apply to the service of any proceedings or other documents in any legal action.
9. Entire Agreement

In addition to the Beneficiary Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

1. Modifications and Amendments

No modification, amendment or waiver of this Agreement or provision hereof shall be binding upon any Party unless made in writing or confirmed in writing by their duly authorised representatives.

1. Inconsistencies

In the event that the terms of this Agreement are in conflict with the mandatory terms of the Beneficiary Agreement, the terms of the latter shall prevail.

1. Severability

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. In such event, any such part, term or provision, shall to that extent, be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

1. No representation, partnership or agency

Each Party is an independent contractor under this Agreement. 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. The Parties are furthermore expressly not entitled to act or to make legally binding declarations on behalf of any other Party.

1. Prohibition of Assignment

No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party, without the other Party’s prior formal (written) approval.

1. Miscellaneous
   1. No failure or delay on the part of either Party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
   2. In the event of a breach or threatened breach or intended breach of this Agreement by either Party, in addition to any other rights and remedies available to it/them at law, shall be entitled to file precautionary warrants or applications, enjoining and restraining such breach or threatened breach or intended breach.
   3. No person other than a Party to this Agreement may enforce any of its terms.
2. Applicable law and dispute resolution
3. Applicable Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject-matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malta.

1. Dispute Resolution
   * + - 1. The Parties shall reasonably endeavour to settle their disputes amicably. If, however, no settlement of any dispute under this Agreement has been possible to achieve, after the Parties’ reasonable endeavours to settle such dispute(s) amicably, the provisions of paragraph (b) of this Section 8 shall apply, provided that the Parties concerned may instead elect unanimously to seek to resolve by mediation any dispute under this Agreement.
         2. All disputes directly arising under this Agreement, which cannot be settled amicably, shall be referred to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387, Laws of Malta) under the applicable Arbitration Rules of the Malta Arbitration Centre by one arbitrator appointed by agreement between the Parties.
         3. Should no agreement be reached on who shall be appointed arbitrator within a period of fifteen (15) days from the date on which the dispute, controversy or claim arises, the arbitrator shall be appointed by the Malta Arbitration Centre.

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**SIGNED -**

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For and on behalf of the **University of Malta** For and on behalf of [ECONOMIC OPERATOR]

By Prof. Alfred J. Vella, Rector By [NAME, POSITION]

Date: [DD/MM/YYYY] Date: [DD/MM/YYYY]