



Request for Proposals

***DataPACT Project :: The Compliance By Design of
Data/AI Operations and Pipelines***

Reference: 2024/DataPACT

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Closing Date: 11th December, 2024 – 20.00 hours

Introduction

The Malta IT Law Association ('MITLA') forms part of a consortium of eighteen (18) entities from across Europe who have collectively submitted a project proposal with the European Commission under the [Horizon Europe Programme](#). Following the proposal's successful evaluation and approval by the Commission, MITLA is now issuing this Request for Proposals ('RfP') as part of its process in recruiting enthusiastic and qualified personnel to work on the DataPACT Project.

This RfP is intended for prospective applicants to understand the overall nature of the DataPACT Project, the work that will be required, the information that will need to be submitted by prospective applicants who wish to work on the project, and the general terms and conditions that will govern the selection process.

Following selection, all successful applicants will be required to enter into a **part-time employment contract** with MITLA for the duration of the project, and the applicants' respective relationships with MITLA will be governed by that employment contract. This part-time employment arrangement with MITLA is necessary for MITLA's participation in the DataPACT Project, as part of the financing rules governing the Horizon Europe Programme. As detailed elsewhere in this RfP, applications are open both to **individuals** (or groups of individuals, who present as a multi-skilled team), or to **multi-disciplinary law firms** who may propose their own employees to the project in the form of a secondment of employment throughout the term of the project.

Applicants must necessarily be fully paid-up members of MITLA at the time of submission of their application in terms of this RfP, and must remain so throughout the full term of their employment. For this reason, prospective applicants who are not yet members of MITLA are invited to apply for membership or renew any lapsed memberships **prior** to submitting their application by visiting MITLA's membership portal [here](#).

MITLA promotes a working culture of equality, in line with the requirements of all Horizon Europe Projects, and applicants are referred to its [Gender Equality Plan](#) prior to submitting any application.

Project Concept and Description

In an era increasingly driven by data that determines all levels of decision-making and innovation, ensuring the compliance, fairness and environmental sustainability of data/AI operations has become paramount. The disruptive emergence of new AI models, the increasing volume of data, the complexity and computational needs of AI systems, the interaction of different and often competing actors, and the plethora of emerging legal instruments pose significant compliance challenges with regulations such as the General Data Protection Regulation, the Data Governance Act, the Data Act, and the Artificial Intelligence Act.

Furthermore, there is an increasing social and commercial demand for ethical and transparent AI and an urgent need to mitigate the environmental impact of data and AI operations aligning with the European Green Deal's objectives. DataPACT aims to address those challenges by developing and piloting novel tools and methodologies that enable efficient, compliant, ethical, and environmentally-friendly data/AI.

MITLA's role within DataPACT will be that of **carrying out legal research** in the areas of the GDPR, the Data Governance Act, the Data Act, the Artificial Intelligence Act, sectoral legislation, and other relevant legislation and ethics guidelines. It will be expected to **detail this research and to present it in a coherent way** for other project partners to be able to use and apply in other components of the project. It will also be expected to **follow regular meetings** in the course of which it is expected to comment and provide feedback on the ongoing development of the project. MITLA's employees will be tasked with providing accurate and up to date knowledge on the key legal areas described above, and to **offer legal support to the other project partners**. This does not mean, however, that MITLA will be expected to act as legal counsel to the consortium or to any of its partners, and its employees will not be acting as legal advisors to any person or entity. MITLA's role is therefore limited to providing academic and professional legal research and expertise as explained above.

Financing

Through its employees, MITLA is expected to provide a work effort equivalent to fifty-six (56) Person-Months (PMs) over the course of the project, which is expected to last thirty-six (36) months. This effort includes not only time spent on carrying out actual research and drafting corresponding reports relating to that research, but also time spent in all forms of administration, attendance of periodical meetings and travel to technical and general consortium meetings outside Malta.

For more information on how PMs are calculated as units of effort in EU-funded projects, applicants are invited to read [this information](#).

MITLA plans to engage a minimum of two (2) individuals, but possibly more, each of whom will be required to enter into a part-time employment contract directly with MITLA. Although more than two individuals may be engaged, the overall budget allocated for direct personnel costs will remain the same, and the overall volume of work will also remain the same. Together with MITLA's Project Manager (who has already been engaged), these individuals will collectively deliver all expected project work deliverables, attend all required meetings in Malta and abroad, compile internal reports, and effect all necessary internal administrative tasks required throughout the course of the project.

Payment for work carried out in terms of the employment contract will be made three times yearly, in arrears at the end of April, August and December of each calendar year, provided that all work required by employees for each respective period has been delivered in full and to the expected quality standard. Work on tasks or deliverables that is rejected by the European Commission for whatever reason and which needs to be resubmitted will not be eligible for reimbursement or payment. In this sense, the term of engagement of any employee shall extend to cover such period during which any resubmission of work is mandated.

Employees will be expected to travel abroad to attend meetings from time to time, approximately twice to three times a year. A travel budget has been allocated over and above the direct personnel costs.

The total available budgets are as follows:

Description	Budget Value (EUR)	Notes
Total budget for employment of personnel	Not more than 270,000	This figure represents the maximum gross wages that may be paid out by MITLA over the full term of the project, and is inclusive of all taxes, national insurance and other statutory benefits and payments.
Budget for Direct Costs (incl. travel)	Not more than 25,000	This figure represents the maximum amount allocated for direct costs, which is expected to be largely consumed by travel expenses (including flights, lodging and board) for project meetings outside Malta.
Contingency budget	Not more than 15,000	This figure represents the maximum amount that may be paid out by MITLA in the event of any unforeseen contingency.

Example 1:

MITLA engages two persons, each on a part-time employment contract for three years. Each employee will therefore have a gross wage of EUR 45,000 per year, and a travel budget of circa EUR 4,100 per year. The overall work effort will be shared between two persons, apart from the Project Manager.

Example 2:

MITLA engages three persons, each on a part-time employment contract for three years. Each employee will therefore have a gross wage of EUR 30,000 per year, and a travel budget of circa EUR 2,700 per year. The overall work effort will be shared between three persons, apart from the Project Manager.

[These examples are provided for illustrative purposes only. MITLA reserves the right to alter the figures set out above as may be necessary].

Work Effort

MITLA is expected to deliver work on this project equivalent to fifty-six (56) PMs, which figure includes both the substantive work on the various tasks and deliverables set out in the Description of Action (DoA), as well as administrative and management effort put in by the Project Manager and other administration staff.

Breaking down this figure further, it is expected that the engaged personnel (excluding the Project Manager) will be responsible for providing approximately forty-five (45) PMs over the full term of the project. A variance of ±10% is factored into this estimate.

All employees will be expected to rigorously record their time spent on all work for the project, detailing the nature of work carried out and the corresponding time spent. Employees are free to use their own time-recording software or other systems, provided that timesheeting reports are submitted to the Project Manager on a regular basis. Time spent on administrative tasks (such as internal reporting and timesheeting) are also eligible to be computed within the overall work

effort. Employees will work remotely, and in their own workspaces, but will be expected to attend meetings at the Project Manager's office from time to time as needed.

Applicants are reminded that the European Commission expects budgets and work efforts to be consumed as planned, and any underutilisation of allocated budgets beyond a 10% variance will need to be justified in detail.

Project Details and the Description of Action

MITLA is able to provide a copy of the relevant part of the DoA approved by the European Commission which details all the tasks and deliverables to be worked upon and provided by the 18 project partners, and also details MITLA's specific tasks, either as a lead partner or as a contributing partner.

In view of the fact that the DoA is considered a restricted document by the European Commission, all prospective applicants are required to complete, sign and submit a Non-Disclosure Agreement with MITLA, a template of which is provided as an annex to this RfP, before this document may be disclosed.

Applicants are to send an email to MITLA (info@mitla.org.mt) containing this signed Non-Disclosure Agreement by no later than the 22nd November, 2024 in order to receive a copy of the said DoA.

Project Partners

The eighteen (18) partners making up the DataPACT consortium on the project are as follows:

1. **SINTEF AS** (SI), PIC 910945140, established in STRINDVEGEN 4, TRONDHEIM 7034, Norway,
2. **MALTA INFORMATION TECHNOLOGY LAW ASSOCIATION** (ML), PIC 926056091, established in SMARTCITY MALTA BUILDING SCM1001 RICASOLI, KALKARA SCM 1001, Malta,
3. **ETICAS RESEARCH AND CONSULTING SL** (ET), PIC 952710236, established in CALLE FERLANDINA 49, BARCELONA 08001, Spain,
4. **INTERNATIONAL DATA SPACES EV** (ID), PIC 919489191, established in EMIL FIGGE STRASSE 80, DORTMUND 44227, Germany,
5. **PHILIPS MEDICAL SYSTEMS NEDERLAND BV** (PH), PIC 999608766, established in VEENPLUIS 6, BEST 5684 PC, Netherlands,
6. **SERVICIUL DE PROTECTIE SI PAZA** (SP), PIC 937433609, established in B-dul GENIULUI, 42B, BUCURESTI 060117, Romania,
7. **TRONDHEIM KOMMUNE** (TK), PIC 998824327, established in MUNKEGATA 1, TRONDHEIM 7004, Norway,
8. **ARISTOTELIO PANEPISTIMIO THESSALONIKIS** (AT), PIC 999895692, established in KEDEA BUILDING, TRITIS SEPTEMVRIOU, ARISTOTLE UNIVERSITY CAMPUS, THESSALONIKI 546 36, Greece,
9. **MOG TECHNOLOGIES LDA** (MG), PIC 951428381, established in RUA ENG FREDERICO ULRICH 3110, BIZPARK, MOREIRA, MAIA 4470 605, Portugal,

10. **CACTUS DIGITAL A.E.** (CD), PIC 880028039, established in PLATEIA MORICHOVOU 1, THESSALONIKI 54625, Greece,
11. **ASSIST SOFTWARE SRL** (AS), PIC 984731973, established in STRADA TIPOGRAFIEI 1, SUCEAVA 720043, Romania,
12. **KATHOLIEKE UNIVERSITEIT LEUVEN** (UL), PIC 999991334, established in OUDE MARKT 13, LEUVEN 3000, Belgium,
13. **UNIVERSITY OF SOUTHAMPTON** (US), PIC 999975329, established in Highfield, SOUTHAMPTON SO17 1BJ, United Kingdom,
14. **UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA** (UM), PIC 999923531, established in PIAZZA DELL'ATENEO NUOVO 1, MILANO 20126, Italy,
15. **INSTITUT JOZEF STEFAN** (JS), PIC 999971837, established in Jamova 39, LJUBLJANA 1000, Slovenia,
16. **KOBENHAVNS UNIVERSITET** (UC), PIC 999991043, established in NORREGADE 10, KOBENHAVN 1165, Denmark,
17. **UNIVERSITAET KLAGENFURT** (UK), PIC 999836813, established in UNIVERSITAETSSTRASSE 65-67, KLAGENFURT 9020, Austria,
18. **SOFIA UNIVERSITY ST KLIMENT OHRIDSKI** (SU), PIC 999887641, established in BUL TZAR OSVOBODITEL 15, SOFIA 1504, Bulgaria,

The project lead partner is **Sintef AS**, of Trondheim, Norway.

(Note: PIC numbers are the unique identifier codes for participants in EU-funded programmes, projects and initiatives).

Term of Engagement

The Project is officially scheduled to commence on 1st January, 2025 and will be expected to be concluded on 31st December, 2027.

This means that all necessary employees must be recruited and engaged by 1st January, 2025.

Although the project is formally expected to be concluded on 31st December, 2027, it is likely that some reporting duties will remain beyond that date, including at least one final review meeting with the European Commission (which typically takes place in Brussels, Belgium) – which duties and costs will be considered to form part of the overall engagement on this project, and will not attract any contract extensions or addenda, or any additional remuneration beyond what is set out in this RfP.

Applicants are also reminded that by their nature, many projects such as DataPACT may require extensions due to unforeseen circumstances – for instance due to pandemics or civil unrest, or due to one or more partners no longer forming part of the consortium. Extensions may also be mandated by the European Commission in the event of any deliverables that are rejected and require clarification and/or resubmission. Should the project term be extended by the European Commission, it is not expected that MITLA's overall work effort will change, and consequently, there will be no increase in the payments made out to its employees. Payment will therefore remain primarily tied to the work effort produced, and not to the term of the project or to any extensions thereof.

Application Process

Prospective applicants are invited to review the following application terms, conditions and procedures closely:

1. Applicants must be MITLA members at the time of application, and must remain so throughout the full term of the Project.
2. In submitting an application, applicants accept in full and in its entirety, the content of this Request for Proposals (RFP) document, including subsequent clarifications issued by MITLA. Applicants are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this RFP document.
3. No account can be taken of any reservation made by any applicant as regards the requirements set out in the RFP document. Any disagreement, contradiction, alteration or deviation shall lead to the application not being considered any further.
4. Prospective applicants must submit their application to this RFP via email to info@mitla.org.mt as a single PDF document addressing all areas requested in this RFP.
5. Prospective applicants are to take full responsibility to submit their application well before the RFP submission deadline in order to avoid last-minute issues. Any late applications will be rejected.
6. The timetable for the application and recruitment process is as follows:

Event	Date
Date of Publication of RFP	Friday, 15th November, 2024
Deadline by which members interested to participate in the project are to notify MITLA via email to be sent to info@mitla.org.mt This email is to include a fully completed and signed Non-Disclosure Agreement (see Annex 1), which will be returned duly counter-signed by MITLA.	Friday, 22nd November, 2024
Deadline for request for any clarifications from MITLA to be sent to info@mitla.org.mt	Friday, 29th November, 2024, 17:00 hours
Last date on which clarifications are issued by MITLA	Wednesday, 4 th December, 2024, 21:00 hours
Online information session for those intending to submit an application *	Friday, 6th December, 2024 17:00 hours *
Deadline for Submission of Applications to be sent to info@mitla.org.mt	Wednesday 11th December, 2024 20:00 hours
Announcement of the recommended Approved Applicants**	Friday, 20th December, 2024 **

* Provisional time, subject to confirmation.

** Provisional date, subject to confirmation.

7. Additional Information

Prospective applicants are urged to promptly notify MITLA of any ambiguity in/or discrepancy between any of the annexes or contents of this RFP which may be discovered upon examination of this document.

Prospective applicants are to submit queries or questions concerning this RFP to info@mitla.org.mt

Prospective applicants are notified that any interpretations, corrections or changes to the RFP will be notified to all participants who would have registered their interest as

specified in the timetable above. It is the responsibility of applicants to be aware of the latest information published prior to submitting their application. Interpretations, corrections or changes made in any other manner will not be valid and applicants shall not rely upon such interpretations, corrections and changes.

8. *Group Applications and Applications by Corporate Members*

Group applications that propose two or more individuals, working jointly are permissible, provided that each individual included in the group satisfies the criteria and requirements set out in this RfP.

Applications by Corporate Members of MITLA in which two or more individuals are proposed, working jointly, are also permissible and welcomed, provided that each individual included in that application satisfies the criteria and requirements set out in this RfP.

MITLA brings to the attention of all applicants, whether applying individually, or as a group, or as part of an application proposed by a Corporate Member, that due to Horizon Europe funding regulations, applicants must be engaged on an employment contract and not on a consultancy agreement (or variants thereof).

9. *Selection and Award Requirements*

In order to be considered eligible for selection, applicants must provide evidence that they meet or exceed certain minimum criteria described hereunder.

(A) Eligibility Criteria

Membership of MITLA – *proof of last paid membership fee must be presented, showing that membership is current at the time of submission.*

(B) Selection Criteria

Proof of Technical Capacity

Provision of evidence of professional capacity to provide the legal services as identified hereunder and specifically by providing:

- a. A detailed and updated curriculum vitae (CV) for each member included in the application, and who will be employed on the project and who has working experience in the subject matter relating to DataPACT.
- b. Summary evidence (such as abstracts) relating to publications by the applicant/s in the thematic area relating to DataPACT.
- c. At least one case-study detailing a project with a similar scope as DataPACT.

(C) Technical Specifications

Applications must satisfy the specifications, formalities and procedures set out in this RfP.

Notes to Paragraph 9

1. Applicants may be requested to clarify/rectify, within two working days from notification, any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.
2. No substitution of documents forming part of the application shall be allowed. Only clarifications on the submitted information may be requested.

- i. Notification of Award will be sent to all applicants who have registered their interest to participate.
- ii. MITLA reserves the right to cancel this RFP or to accept an application wholly or in part, or of dividing the contract among two or more applicants.

10. Extension of Deadline for Submission

MITLA may, at its own discretion, extend the deadline for submission of applications although this is not presently envisaged.

Any extension of deadline for submission of quotations by MITA will be notified via email. It is the responsibility of applicants to be aware of the latest information published prior to submitting their respective applications.

In such cases, all rights and obligations of MITLA and any applicants regarding the original date specified in this RFP will be subject to the new date.

11. Opening and Evaluation of Applications

The received applications will be opened by MITLA officials appointed to an adjudication committee.

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

All applications will be checked against the mandatory requirements within this RfP. Any application that does not meet any of the mandatory requirements will not be considered further.

In the interest of transparency and equal treatment and without being able to modify the submitted application, any applicant may be required, at the sole written request of MITLA, to provide clarifications.

12. Expected response format

Applicants are free to adopt their own preferred document structure, however at minimum MITLA expects to see, the following information:

- When a corporate member, corporate information about the corporate member including year of formation, list of partners/directors, company registration number and/or partnership number (where applicable), organisational structure and setup.
- When an individual or group of individuals, information about each individual's professional track record, company registration number and/or partnership number (where applicable), organisational structure (where applicable) and setup.
- History of applicant's development and growth (track record).
- Overview of key personnel to be employed on this project.
- A list of deliverables which the applicant(s) believe they will provide.
- A risk-table outlining any foreseeable risks and parallel mitigation strategies to reduce the likelihood of said risk to occur, in relation to any individual proposed to be employed with the DataPACT project.
- And potential or real conflict of interest that may, to the best of the applicant's knowledge exist or come to exist throughout the course of the project.

- A list of assumptions, if any, being made by the applicant.
- Confirmation of availability to enter into a part-time employment contract for a minimum of three years with MITLA.

Annex 1 – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA") is made and entered into on the day of November 2024 by and between:

1. **MITLA, the Malta Information Technology Law Association**, a Voluntary Organisation having the registration number VO/1166, whose registered office is at SmartCity Malta, Building SCM01, Ricasoli, Kalkara SCM 1001 (hereinafter referred to as "**MITLA**");

and

2. [Insert Name and Surname], bearer of Maltese Identity Card Number (•), resident at (•), [in his/her capacity as [ROLE] of [Name of Entity]](hereinafter referred to as the "**Second Party**")¹;

WHEREAS

- (1) The Second Party wishes to consider the possibility of entering into an employment agreement (the "Employment Agreement") with MITLA in connection with the DataPACT Project ("DataPACT" or the "Project");
- (2) For such purposes, both Parties will disclose to each other Confidential Information (as that term is defined hereafter);
- (3) Both Parties wish to ensure that the Confidential Information so disclosed by one party to the other remains confidential under the terms of this Non-Disclosure Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

¹ Amend as necessary.

"**Confidential Information**" means any and all technical and non-technical information provided by one party to the other in connection with the Project, or otherwise including but not limited to:

- (a) patent and patent applications;
- (b) trade secrets;
- (c) proprietary information, ideas, techniques, sketches, drawings, work of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of both Parties, and including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial, legal, contractual information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships (actual or prospective), business forecasts, sales and merchandising, marketing plans and information regarding third parties;
- (d) the document labelled 'Description of Action' and its contents, which set out the work-scope, tasks and responsibilities of MITLA and its other partners on DataPACT. **In entering into and signing this NDA, the Second Party acknowledges, understands and agrees that this document is a privileged document in terms of the rules and regulations of the European Union and which govern the Project, and that its dissemination is strictly restricted;** and
- (e) any personal data as defined in EU Regulation 2016/679 [General Data Protection Regulation].

Any information that is not readily available to the public in connection with the Project, shall be considered as Confidential Information and, therefore, within the scope of this NDA, unless specified otherwise in writing;

"**Party**" or "**Parties**" means either or both of MITLA and/or the the Second Party as the context requires.

2. CONFIDENTIALITY

- 2.1 Subject to Article 2.2 hereof, both Parties shall at all times and notwithstanding any termination or expiration of this NDA hold in strict confidence and not disclose to any third party Confidential Information of the other Party, except as approved in writing by the Party to whom the Confidential Information belong; and will use the Confidential Information for no purpose other than evaluation or pursuing a business opportunity with each other in connection with the Project (the "Confidentiality Obligation"). Notwithstanding the above, neither Party shall be in violation of this Clause with regard to a disclosure that was in response to a valid order by a court or other government body, provided that the disclosing Party (to

the extent permitted by law) provides the other Party with prior written notice of the circumstances in which the disclosure of such information is required. Each Party shall only permit access to Confidential Information to those of its employees or authorised representatives having a need to know, have been made aware by the confidential nature of the Confidential Information and who have signed confidentiality arrangements or are otherwise bound by confidentiality obligations at least equivalent to those contained herein.

- 2.2 Both Parties agree that the Confidentiality Obligation extends to any announcement or disclosure by the other Party of its dealings or negotiations with each other or with any group company, associate, or affiliate of each Party pursuant to this NDA.
- 2.3 The Confidentiality Obligation in this NDA shall continue (i) up to the end of a period of five (5) years from the date of this NDA, or (ii) up to the end of a period of five years from the termination of the Employment Agreement referred to in Preamble 1 of this NDA (where such an employment agreement is entered in to), whichever occurs later.
- 2.4 The Confidentiality Obligation shall not apply to any information, whether or not such information is Confidential Information, which: (a) was publicly available or in the public domain at the time it was communicated; (b) is or becomes publicly available or public domain information; or (c) is independently developed by either Party (but not as a result of any disclosure of Confidential Information).
- 2.5 The Parties undertake to keep the Confidential Information at their usual place of business referred to above and separately from all other documents and records.

3. NOTIFICATION OF DISCLOSURE

- 3.1 Each Party shall notify the other Party immediately upon discovery of any loss or unauthorised disclosure of any Confidential Information.

4. NO REPRODUCTION

- 4.1 Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this NDA. Any reproduction of any Confidential Information shall remain the property of the Party to whom it belongs and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorised in writing by the Party. On reasonable demand by one Party, but in any event upon termination of this NDA or the business relationship between the Parties, the other Party shall surrender all

memoranda, notes, records, drawings, manuals, reports, computer software, and other documents or materials (and all copies of the same) and all other Confidential Information that has been obtained, save to the extent that either Party is required to retain any of the same by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. Notwithstanding completion of the Project or return of the documents and materials containing the Confidential Information, both Parties shall continue to be bound by the undertakings set out in this NDA.

5. DISCLAIMER AND WARRANTY

- 5.1 Both Parties reserve all rights in its Confidential Information and no rights or obligations other than those expressly granted are to be implied from this NDA. In particular, no license is granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right now or in the future held, made or obtained by either Party prior to or after the date of this NDA whether or not contained in Confidential Information.
- 5.2 Both Parties agree that the Confidential Information does not purport to be all-inclusive and that no representation or warranty is made as to its accuracy, reliability or completeness. Accordingly, the employees or authorised representatives of both Parties will not have any liability to the other Party or any other person resulting from the use of the obligation to provide further Confidential Information, to update Confidential Information nor to correct any inaccuracies in it.
- 5.3 Nothing in this NDA or its operation shall constitute an obligation on either Party to enter into a business relationship.

6. NO ASSIGNMENT

- 6.1 Neither Party will assign or transfer any rights or obligations under this NDA without the prior written consent of the other Party.

7. NO MODIFICATION

- 7.1 Both Parties agree that any software programs of the other Party to which they may have access contain valuable Confidential Information and they will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without the prior written consent of the other Party.

8. NO VARIATION

8.1 This NDA may not be amended except by a written instrument signed by both Parties.

9. INTERPRETATION

9.1 The language of this NDA shall be construed according to its fair meaning and not strictly for or against either Party, without regard to which Party is deemed to be the drafter of this NDA. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

10. SEVERABILITY

10.1 If any part, term or provision of this NDA shall be held void, illegal, unenforceable, or in conflict with any law having jurisdiction over this NDA, the validity of the remaining portions or provisions shall not be affected thereby.

11. NO WAIVER

11.1 A waiver of a default of any term of this NDA shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.

12. COUNTERPARTS

12.1 This NDA is executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

13. NOTICES

13.1 Any notice given under or in connection with this NDA shall be in writing and may be served by hand, by post, or by email addressed by one Party to the other at the addresses stated above.

14. ENTIRE UNDERTAKING

14.1 This NDA contains the entire understanding between the Parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertaking other than those contained in the provisions above.

15. INDEMNITY

- 15.1 Both Parties shall be responsible for any breach of any of the terms of this NDA by them or by any of their officers, employees, advisers or agents.
- 15.2 Both Parties shall indemnify and keep each other indemnified from and against all costs, expenses, losses or damages (including but not limited to reasonable legal expenses) which may arise directly from the unauthorised disclosure or use of Confidential Information by the other Party or any of its officers, employees, advisers or agents or from any other material breach by it of the terms of this NDA.
- 15.3 In the event that one Party considers that damages alone would not be an adequate remedy for them in respect of the breach of this NDA by the other Party, that Party shall (without prejudice to any other rights it may have) be entitled by an order of a competent court, without proof of special damage, to the remedies of injunction, attachment, specific performance and other relief for any threatened or actual breach of this NDA.

16. LAW AND JURISDICTION

- 16.1 This NDA shall be governed by and be construed in accordance with the laws of Malta. The Parties submit to the exclusive jurisdiction of the Courts of Malta.

IN WITNESS WHEREOF, the Parties hereto have caused this NDA to be executed as of the above date.

For MITLA
The Malta Information Technology Law Association

Date:

The Second Party

Date:

