

Minuti

Data: Il-Ħamis, 31 ta' Jannar 2019

Post: Assoċjazzjoni Kunsilli Lokali

Ħin: 17:30

Preżenti:

Is-Sur Mario Fava – President
Dr. Samuel Azzopardi – Viċi President
Chev Paul Farrugia – Viċi President
Is-Sur Jesmond Aquilina – Membru
Is-Sur Michael Fenech Adami – Membru
Is-Sur Anthony Mifsud - Membru
Is-Sur Mark Grech – Membru
Is-Sinjura Graziella Galea – Membru

Skuzat:

Is-Sur Joseph Cordina – Membru

Uffiċjal Preżenti:

Snr. Lianne Mifsud – Segretarju Eżekuttiv



17.1 Preżentazzjoni u Approvazzjoni tal-ittri tal-Apologija

17.1.1 Is-Segretarju Eżekuttiv preżenta l-ittri ta' apologija tas-Sur Joseph Cordina.

17.1.2 Fuq proposta tal-President issekondata minn Chev. Paul Farrugia, l-Eżekuttiv aċċetta l-apologiji.

17.2 Qari u Approvazzjoni tal-Minuti Laqgħa Nu. 16

17.2.1 Il-President talab għall-approvazzjoni tal-emendi li saru fil-minuti tal-Minuti Laqgħa tal-Eżekuttiv Nu. 16.

17.2.2 Fuq proposta tal-President issekondata minn Chev. Paul Farrugia, l-Eżekuttiv approva l-minuti tal-Laqqgħa tal-Eżekuttiv Nu.16.

17.3 Punti li joħorgu mill-minuti

17.3.1 Ftehim Kollettiv Haddiema Klerikali

Il-President semma ma kienx hemm żviluppi minn wara l-aħħar laqgħa. Il-president semma li l-Assoċjazzjoni, id-Dipartimenti u PAHRO talbu lil UHM biex tidentifika r-responsabbilitajiet tal-ħaddiema klerikali sabiex ikun jista' jinħadem il-pakkett finanzjarju.

17.3.2 Health & Safety

Il-President semma li l-Assoċjazzjoni qed tigbor l-applikazzjonijiet ta' dawk li jixtiequ jattendu għat-taħriġ kemm tal-Ewwel Għajnuna kif ukoll tal-Fire Wardens. Semma wkoll li ser jitellgħu wkoll korsijiet ġewwa Għawdex.

17.3.3 Sejha għas- servizzi tal- assigurazzjoni għall- Assoċjazzjoni

Il-President semma li l-appell inqata' u l-Assoċjazzjoni ser tirrevoka d-deċiżjoni li ħadet primarjament. Minkejja li l-evalwazzjonili saret mill-Assoċjazzjoni, issir l-evalwazzjoni u jittiehed dak il-kriterju.

17.3.4 Eyetech

Il-President semma l-kumpanija reggħet bgħatet statement ta' ħlas pendenti, filwaqt li l-Assoċjazzjoni bagħtet komunikazzjoni biex terġa' tfakkar il-kumpanija li għadha qed tistenna laqgħa magħhom. Ma kien l-ebda komunikazzjoni oħra min-naħa tal-kumpanija.

17.3.5 Laqgħat mal-Kunsilli Lokali - Bus Shelters, CWSEF, RSSL, Local Integration Charter u Bereg

Il-President semma li l-ftehim tal-ħaddiema fuq skemi gie iffirmit. Kopja tal-ftehim annessa mal-minuti u mmarkata bħala DOK A . Il-President semma li hemm xi ħaddiema m' aċċettawx il-ftehim, l-Assoċjazzjoni semmiet li talbet l-Entitajiet biex jiġbru lill-ħaddiema u jispjegawluhom x' hemm fil-ftehim. Il-President saħaq li jekk ikun hemm Kunsilli Lokali li ma jiffirmawx, l-Entita' ser tkun qed tara tiegħux il-ħaddiem peress li dan ikun iffisser li l-Kunsill ma jkunx irrid jieħu responsabilita' ta' dawn il-ħaddiema.

17.3.6 Kwotazzjoni għas-servizz ta' manutenzjoni għall-binja li tokkupa l-Assoċjazzjoni

Il-President semma li is-servizz ser jibda mill-1 ta' Frar 2019

17.3.7 Kwotazzjonijiet għas-servizz ta' accountant

Il-President semma li t-talba għall-kwotazzjonijiet intbagħtet u l-offerti għandhom jiġu sottomessi sa 28 ta' Frar 2019.

17.3.8 Sejħa għall-offerti fuq servizz ta' Traffic Management System li titratta l-Ħruġ ta' Permessi

Il-President semma li l-Assoċjazzjoni ser tkun qed taħdem fuq sistema biex tiffaċilita' l-immanigjar ta' traffiku. Din is-sistema ser tkun qed issir ma' xi kumpanija privata li turi interess u l-ħsieb tal-Assoċjazzjoni huwa li ma jkunx hemm ħruġ finanzjarju min-naħa tal-AKL biex tiġi ffinanzjata din is-sistema. Għaldaqstant fil-granet li ġejjin ser

isiru taħdidiet mad-Dipartiment tal-Kuntratti ta' kif l-aħjar issir is-sejha.

17.3.9 Qbid tal-Hamiem

Il-President semma li s-sejha tal-offerti tinsab miftuħa.

17.3.9 Is-Sur Mark Grech u s-Sur Anthony Mifsud daħħlu għal-laqgħa 18:11

17.4 Prezentazzjoni u Approvazzjoni tar-Rapport Finanzjarju tar-Raba' Kwart tas-sena 2018

17.4.1 Is-Segretarju Eżekuttiv prezentat ir-Rapport Finanzjarju tar-Raba' Kwat tas-Sena 2018.

17.4.2 Fuq proposta tal-President li giet issekondata minn Chev. Paul Farrugia, l-Eżekuttiv qabel li japprova r-Rapport Finanzjarju hekk kif prezentat.

17.5 Prezentazzjoni u Approvazzjoni tar-Rapport Finanzjarju għas-sena 2018

17.5.1 Is-Segretarju Eżekuttiv prezentat ir-Rapport Finanzjarju għas-Sena 2018.

17.5.2 Gie spjegat li Matul is-sena 2018 l-Assoċjazzjoni għamlet ristrutturar fl-amministrazzjoni u bniet struttura ġdida, fejn hemm tliet haddiema ingaggati fuq bażi full-time u Segretrarju Eżekuttiv. Għaldaqstant dan huwa wkoll rifless fl-ispiza li l-Assoċjazzjoni kellha fuq emulenti personali. Kien hemm ukoll għadd ta' siegħat li wieħed kellu jintalab jaħdem overtime biex l-Assoċjazzjoni setgħet tleħħaq mal-impennji li daħlet għalihom u biex toffri servizz superjuri lill-Kunsilli Lokali u entitajiet oħra li kellhom x' taqşam mal-Assoċjazzjoni. Għalhekk kien hemm nefqa fi ħlas ta' overtime li tħalset matul is-sena 2018.

17.5.3 Issemma wkoll li l-ispiza ta' bank charges għal-ewwel nofs tas-sena qabzet l-ispiza li kienet allokata fl-estimi għas-sena kurrenti peress li l-bank introduċa tariffi ġodda. L-Assoċjazzjoni hadet il-prekawzjonijiet meħtiega fejn mill-ewwel iddeċidiet li tbiddel l-operatur tal-bank.

- 17.5.4 Isemma wkoll l-impatt finanzjarju li kien hemm biex matul is-sena 2018 l-Assoċjazzjoni għamlet l-attivitajiet biex tikkommemora l-25 Sena Anniversarju tal-Gvern Lokali.
- 17.5.5 Issemma wkoll li matul is-sena 2018, l-Assoċjazzjoni hasbet biex tagħmel rinovar fl-uffiċini u beda wkoll ir-rinovar fis-sala tal-Assoċjazzjoni. Apparti minn hekk kien hemm varjazzjoni fl-elettriku li kawża t' hekk iġġarbet ħafna ħsara fit-tgħamir elettroniku li dan kellu jinbidel. L-Assoċjazzjoni gābret l-ispejjeż kollha tal-oġġetti li ġarbu ħsara, dawn l-ispejjeż kienu koperti mill-polza tal-Assigurazzjoni.
- 17.5.6 Matul is-sena 2018 saru tliet konferenzi; Laqgħa tas-Sindki Marzu 2018, Laqgħa Plenarja Straordinarja Lulju 2018 u Laqgħa Plenarja Ottubru 2018.
- 17.5.7 Matul is-sena 2018, l-Assoċjazzjoni ħadmet biex is-surplus seta' jilħaq sa €132,820.
- 17.5.8 L-Assoċjazzjoni tikkonkludi li hemm kapital adegwat biex tkompli tinvesti biex issaħħaħ l-operat u l-funzjonijiet tagħha.
- 17.5.9 Is-Sur Michael Fenech Adami irrimarka li d-dħul mill-ħlas tal-kontravenzjonijiet naqqas.
- 17.5.10 Fuq proposta tal-President li giet issekondata mis-Sur Michael Fenech Adami, l-Eżekuttiv approva r-Rapport Finanzjarju għas-Sena 2018.

17.6 AKL EU Consultant

- 17.6.1 Il-President semma li hekk kif kien ikkomunikat mal-Eżekuttiv permezz ta' korrispondenza preċidenti, is-Sur Omar Vella bgħat jgħarraf lill-Assoċjazzjoni li ser ikun qed jirreżenja mill-pożizzjoni ta' EU Consultant b'effett immedjat minħabba raġunijiet personali.
- 17.6.2 Il-President semma li minħabba li l-kuntratt li l-Assoċjazzjoni għandha huwa ffirmat mal-kumpanija Maltapoint Ltd u mhux mas-Sur Vella personali, għaldaqstant il-kumpanija tinsab f' pożizzjoni li tibgħat sostitut minflok is-Sur Vella.

- 17.6.3 Il-President semma li s-Sur Ryan Borg ser ikun qed jattendi l-Laqgħa Plenarja tal-Kumitat tar-Regjuni fi Brussel minflok is-Sur Vella.
- 17.6.4 Il-President ppreżenta lill-Eżekuttiv b' CV tas-Sur Borg.
- 17.6.5 Dr. Samuel Azzopardi irrimarka li għalkemm jista' jintbgħat sostitut huwa talab li l-kumpanija issa tintrbghat li s-sostitut ser ikun is-Sur Borg u ma jinbidilx frekwentament.
- 17.6.6 Fuq proposta tal-President issekondata mill-Eżekuttiv, gie deciż li qabel mal-Konsulent jaqta' xi biljetti tal-ajru biex jattendi l-Plenarji ġewwa Brussel jew Strasburgu għandu jikkomunika mal-Assoċjazzjoni għall-approvazzjoni.

17.7 Laqgħa Plenarja Frar 2019 – Prezentazzjoni tal-Aġenda

- 17.7.1 Il-President semma li l-Assoċjazzjoni waslet fl-aħħar preparamenti għal-Laqgħa Plenarja ta' Frar ġewwa Għawdex.
- 17.7.2 Is-Sur Michael Fenech Adami semma ppropna li jiġu mistiedna l-ex Ministri għall-Gvern Lokali. Fuq proposta tas-Sur Fenech Adami li giet issekondata mill-Eżekuttiv, gie deciż li s-Segretarja tibgħat l-inviti għal din l-istedina.
- 17.7.3 Il-President preżenta l-Aġenda. Kopja tal-Aġenda annessa mal-minuti u mmarkata bħala Dok B.

17.8 Suppliment AKL

- 17.8.1 Il-President ippreżenta l-kwotazzjonijiet miġbura mingħand il-ġurnal The Times.
- 17.8.2 Fuq proposta tal-President, issekondata mis-Sur Mark Grech, l-Eżekuttiv approva li jiġu vvutati €5,000 sabiex l-Assoċjazzjoni tkun tista' minflok suppliment tagħmel filmat li jkun jista' jixxandar fuq il-mezzi tal-midja.
- 17.8.3 Il-President talab lis-Segretarja biex tigbor il-kwitazzjonijiet meħtieġa.

17.9 Prezentazzjoni Rapport ta' Hidma AKL – Ottubru – Diċembru 2018

17.9.1 Il-President prezenta r-rapport ta' Ħidma li saret mill-Assoċjazzjoni matul ir-raba' kwart tas-sena 2018.

17.10 Membership NCW

17.10.1 Fuq proposta tal-President, l-Eżekuttiv approva li titħallas il-membership għas-sena 2019 ta' National Council of Women.

17.11 Kommunikazzjoni mill-President

17.11.1 ADMIN4ALL

Il-President li l-Assoċjazzjoni flimkien mal-Kunsilli Lokali tal-Imsida, Gżira, Marsa u Birżebbuġa ltaqgħu ma' rappreżentanti mill-IOM biex ikunu parteċipi fi proġett li jippromovi l-integrazzjoni fil-lokal.

17.11.2 Mobile Apps

Il-President semma li l-Assoċjazzjoni ltaqgħet ma' kumpaniaj li toffri servizz ta' Mobile Apps. Il-President issuggerixxa li s-Segretarja biex tgħaddi l-kuntatti lir-Regjuni sabiex jikkunsidraw li jiltaqgħu mal-kumpanija waqt il-laqgħa tar-Regjun.

17.11.3 Rinovar tal-Latrini f' Żoni Turistiċi

Il-President semma li l-Assoċjazzjoni flimkien mal-Fondazzjoni għa Żoni Turistiċi ser ikunu qed jidentifikaw numru tal-latrini f' żoni turistiċi biex jiġu rinovati minn kumpanija privata. L-Assoċjazzjoni ser tkun qed tkompli d-diskussjonijiet fil-gimghat li ġejjin.

17.11.4 Talba mir-Regjun Nofsinhar

Il-President iprezenta talba mir-Regjun Nofsinhar fejn talbu li tiġi milqugħa l-proposta tagħhom biex jużaw il-fondi li fadal fil-fond tal-LESA għall-attivitajiet kulturali sabiex ikun jista' jiġi ppubblikat ktieb. Fuq proposta tal-President, l-Eżekuttiv approva l-proposta.

17.11.5 GDPR

Il-President semma li l-Assoċjazzjoni kella tintervjeni sabiex tassisti lil dawg il-Kunsilli Lokali li kienu għadhom ma appuntawx Data Protection Officer, biex jevitaw li xi Kunsilli jkollhom iħalsu multa. Il-President semma, li l-Assoċjazzjoni ħadet l-inkarigu li titlob lil wieħed mill-ħaddiema tagħha biex jassumi r-

responsabbilita' ta' DPO għal dawk il-Kunsilli Lokali/ Reġjuni li kienu jgħadhom ma kellhomx lil minn jaħtru bħala DPO.

17.12 Mistoqsijiet mill-Eżekuttiv

- 17.12.1 Is-Sur Michael Fenech Adami semma li xtaq li jkollu ftit aktar informazzjoni fuq ir-Riforma u l-ħatra tal-President Reġjonali anki li peress li issa l-kandidati jinsabu fuq għatba ta' elezzjoni.
- 17.12.2 Il-President semma li jidher li ser ikun hemm qbil bejn iż-żewġ pariti li l-President tara-Reġjun m' għandux ikun Sindku ta' lokalita'.
- 17.12.3 Il-President ippropna li l-Assoċjazzjoni għandha tiffirma opinjoni fuq il-mandat tal-AKL.
- 17.12.4 Fuq proposta tal-President, l-Eżekuttiv qabel li għandha tiġi formulata opinjoni.
- 17.12.5 L-Eżekuttiv jaqbel li abbażi ta' Elezzjoni għall-Membri tal-Assoċjazzjoni li giet organizzata nhar is-7 t' Ottubru 2017, l-Eżekuttiv jishaq li dan il-mandat għandu jinżamm sas-sena 2022. Għandha issir biss elezzjoni għall-President tas-Sitt Reġjun u Membru Ordinarju. Il-President tar-Reġjun għandu jibqa' dak preżenti u ma jkunx hemm vot ta' sfiducja, ladarba jkun hemm strutturar fir-Reġjun. Il-President semma li l-AKL tista' tiegħu pożizzjoni li tiżdied l-onorarja tas-Sindki. Il-President tar-Reġjun għandu jiegħu onorarja daqs Sindku bl-aktar Kunsilliera.
- 17.12.6 Rigward sindki full-time, il-President ta l-opinjoni tiegħu li din jemmin li trid tiġi diskussa flimkien mal-onorarja tal-Membri Parlamentari.
- 17.12.7 Il-President semma wkoll li huwa qed jaħdem biex kull Kunsillier ikollu 40 siegħa leave speċjali biex jattendi attivitajiet relatati mal-Kunsill Lokali. Il-President jemmin li din għandha tithaddem abbażi tal-iskema li diġa teżisti fil-qasam tal-isports.

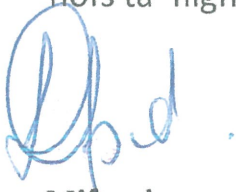
17.13 Approvazzjoni Skeda tal-Pagamenti Nu. 17

- 17.15.1 Fuq proposta tal-President li giet issekondata mis-Sur Michael Fenech Adami u s-Sur Anthony Mifsud, l-Eżekuttiv approva unanimament l-iskeda ta' pagamenti għall-perjodu ta' bejn it-11 ta'

Jannar 2019 u l-31 ta' Jannar 2019 li kienet tammonta għall-
€38,965.16.

17.17 Aggornament

17.17.1 Il-Laqgħa agġornat fis-sebgha u nofs ta' filgħaxija. L-Eżekuttiv qabel
li għandu jerga' jiltaqa' nhar il-Ħamis, 28 ta' Frar 2019 fil-ħamsa u
nofs ta' filgħaxija.



Lianne Mifsud

Segretarju Eżekuttiv

Dawn il-minuti ġew approvati fil-Laqgħa tal-Eżekuttiv Nu.17 li nżammet
nhar il-Ħamis, 28 ta' Frar 2019.

Mario Fava

President



LABOUR SUPPLY AGREEMENT

BETWEEN

RSSL

AND

THE LOCAL COUNCILS' ASSOCIATION

21ST JANUARY 2019

THIS LABOUR SUPPLY AGREEMENT (the "**Agreement**") is entered into in Valletta, Malta this 1st January 2019 between:

RSSL, represented hereon by its Chairman, Mr. Lawrence Mizzi, hereinafter referred to as '**The Foundation**';

And

The Local Councils Association on behalf of the Local Councils, represented hereon by Mr Mario Fava, appearing for and on behalf of the Local Councils listed in Annex I, duly authorised by the said Local Councils in terms of the mandate forms attached hereto and marked as Annex II, hereinafter referred to as '**The Council**'.

The Foundation and The Council are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

Whereas:

- a. The Foundation assigns work to persons currently employed with the Foundation. It offers labour for a social purpose, notably to Local Councils, NGOs and/or any other.
- b. The Council wishes to engage the Foundation and Foundation wishes to provide community workers to The Council based on the terms and conditions set out in this Agreement, hereafter referred to as the "Agreement".
- c. The Parties have agreed that The Foundation shall be supplying the Resources to The Council in terms of this Agreement in order for The Council;
- d. The Foundation and The Council have entered into this Agreement to regulate their rights and obligations with respect to the supply of labour described above.

The Parties agree to the following terms:

1 Definitions

1.1. When used in this Agreement, the following terms shall have the respective meanings as specified herein. Such meanings shall be equally applicable to both the singular and plural forms of the terms defined:

1.1.1. "**Agreed Interest Rate**" shall mean interest payable in terms of the Commercial Code, Chapter 13, Laws of Malta;

- 1.1.2. **"Applicable Law"** shall mean the laws of Malta and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to this Agreement;
- 1.1.3. **"Dispute"** shall mean a dispute which arises out of or in connection with this Agreement or the performance, validity or enforceability of it;
- 1.1.4. **"Effective Date"** shall mean the date of execution of this Agreement;
- 1.1.5. **"List of Resources"** shall refer to the list of Resources to be supplied by The Foundation to The Council in terms of this Agreement;
- 1.1.6. **"Resource(s)"** mean employees of the Foundation which are going to be supplied by The Foundation to The Council in terms of this Agreement;
- 1.1.16. **"Resource Employment Contract"** shall mean the employment contract entered into between the individual Resource and The Foundation and any applicable collective agreement and any other conditions of employment applicable to the Resource, including but not limited to any circular or guideline issued by The Foundation to its employees from time to time;
- 1.1.20 **"Workers' Representative"** shall include:
 - 1.1.20.1 an elected or appointed representative of the Resources in terms of the Applicable Laws; and
 - 1.1.20.2 a shop steward or other representative of a trade union.

2 Supply of Resources

- 2.1 The Foundation agrees to supply the Resources to The Council in terms of the List of Resources, and The Council binds itself to take on and manage the Resources, from the Effective Date.
- 2.2 The List of Resources may be amended from time to time by mutual agreement in writing of The Council and The Foundation.
- 2.3 The conditions of service of the Resources shall be those applicable to them as employees of The Foundation in terms of their Resource Employment Contract.
- 2.4 The Parties agree that at no time will the Resources be considered to be employees of The Council but the Resources will at all times be considered to be employees of The Foundation throughout the Concession Period.

3 Obligations of The Foundation

- 3.1 The Foundation will, as the employer of the Resources, comply with all taxation, social security, and other employment or labour related legislation applicable to the Resources.
- 3.3 The Council shall instruct The Foundation, which accepts and undertakes, to remove and/or replace any Resource upon showing serious and justifiable cause and The Foundation shall be prohibited from proposing such Resource to The Council in the future, except with The Council's approval. In the event that The Foundation is unable to supply a replacement Resource, The Foundation accepts and acknowledges that The Council will replace said Resource with The Council's Staff, and The Foundation and The Council shall reduce the List of Resources accordingly. The Foundation and the Council shall at all times keep the Local Councils' Association (hereinafter referred to as the "LCA") informed of any transfer of Resources for serious and justifiable cause.
- 3.4 The Foundation will remain responsible for any claim brought against The Foundation or The Council, or any of The Council's Staff, by a Resource, which claim relates to an event or circumstance which predates the Effective Date.

4 Obligations of The Council

- 4.1 With effect from the Effective Date, The Council shall be responsible to manage and administer the Resources in compliance with all Applicable Laws including laws relating to occupational health and safety and data protection, which may be applicable when managing and controlling the Resources leased by The Foundation.
- 4.2 The Council will, in relation to Resources supplied by The Foundation:
 - 4.2.1 liaise and cooperate with The Foundation prior to any action being taken or not taken in relation to a Resource; and
 - 4.2.2 adhere to the procedures and instructions established by The Foundation from time to time in relation to human resources management, data protection compliance, and occupational health and safety of the Resources.
- 4.3 The Council will be responsible for any claim brought against The Foundation and/or The Foundation controlled entities or The Council by a Resource in relation to an event or occurrence at the Sites during the Resource's deployment, which is proven to be due to any direct act or omission of The Council.
- 4.4 The Council will be responsible for the occupational health and safety of the Resources while the Resources are under the control and management of The Council and on duty. The Council will indemnify and render The Foundation harmless for any fine imposed on

The Foundation, which is not disputed or though disputed has become a *res judicata*, as a result of a breach of any applicable occupational health and safety legislation and will indemnify and render The Foundation harmless for any personal injury sustained by the Resources whilst on duty and arising directly out of the act or omission in respect of which the fine was imposed on The Foundation.

- 4.5 The Council is to provide any health and safety equipment required by law and best practices for the Resources to perform their duties. Health and safety form as per the attached Annex III must be endorsed by the Resources and The Council legal representative.
- 4.6 The Council shall ensure that Resources working outside the office of The Council wear high-visibility bibs.
- 4.7 The Council shall, at no additional cost to The Foundation, train each of the Resources to a level of competence and standard of performance as may be required by The Council for the performance of specific duties to be assigned to the relevant Resource, when such specific duties require competences which exceed basic skills.

Provided that The Council shall not be considered to be in breach of this Clause if such Resource upon deployment failed to meet the minimum requirements of the position held at the Sites as per Best Industry Standards.

- 4.8 The Council shall be granted full authorisation to supervise and direct the Resources for the duration of their deployment with The Council.

5 The Foundation Warranties

- 5.1 The Foundation represents and warrants to The Council that:

- 5.1.1 All necessary action has been taken and has not been revoked and The Foundation has full power and authority to enter into, sign, execute, deliver and perform its obligations in terms of this Agreement;
- 5.1.2 The execution, delivery and performance of The Foundation does not and will not contravene the provisions of the Applicable Law; and
- 5.1.3 It has no reason to believe that any legislation applicable to it in any way prevents, restricts or limits its ability or right to comply with and fulfil its obligations under this Agreement.

6 Disciplinary action

- 6.1 The Parties agree that the Foundation shall exercise disciplinary control and to take disciplinary action for misconduct perpetrated by Resources, in line with the disciplinary procedure applicable to the said Resources' as established in the Resource Employment Contract.
- 6.2 The Council shall inform The Foundation, in writing, of any issues as referred to Disciplinary Policy and Procedures, pertaining to the Resources. The Foundation will investigate the issue and inform The Council of the outcome of the investigation.
- 6.3 The Council reserves the right not to agree with the decision taken by the Foundation and may request termination of service of the Resource who is subject to disciplinary action. However, in this case the Foundation will not provide a replacement.
- 6.4 The Foundation may, following consultation with The Council, remove such Resource who it deems was not administered in a manner pursuant to the terms of this Agreement.
- 6.5 The Foundation and the Council shall notify the LCA of the outcome of any disciplinary action taken in relation to the Resources.

7 Administration

- 7.1 The Council will provide The Foundation with a Job Description highlighting the duties and responsibilities together with weekly working hours for each Resource deployed with The Council. A list of duties is attached as Annex IV.
- 7.2 The Foundation supervisor(s) may attend to The Council's premises to verify that all Resources are performing their duties during their agreed working hours. The Foundation will identify its supervisor(s) to The Council, who may visit the respective sites of deployment.
- 7.3 Resources not found at place of work shall be considered as absent unless their absence is justified due to approved vacation leave or sick leave.
- 7.4 The Council shall inform The Foundation in writing on any matter relative to deployed Resources.
- 7.5 The Council shall provide The Foundation with a weekly programme of works and a monthly final report based on the 4-week plan provided during the month. The Council shall be responsible to ensure that the works are being carried out.

8 Leave and Other Absences

- 8.1 An application for vacation leave is to be filled in by the Resource, which request is subject to the approval of The Council. Leave application forms approved by The Council are to be

forwarded to The Foundation for final confirmation, by not later than two (2) days prior to first day of vacation leave applied for. Provided that in the case of emergency leave, the Council shall notify The Foundation by email, as soon as possible.

- 8.2 Leave entitlement will not be carried over to the following year without prior written approval of the Foundation. This will only be considered if leave arrangements have been postponed at the request of The Council or The Council has accepted that leave has not been taken because of the demands of the Resource's job. The Foundation will inform The Council of such approvals or otherwise.
- 8.3 The Council is to inform The Foundation in writing on the following email address: attendance@rssltd.org, or such other address as may be notified to the Council from time to time, if the Resource is absent on account of sickness, by not later than 90 minutes after the commencement of the starting time of duty.

9 Injuries

- 9.1 The Council is to inform The Foundation immediately if any of its community workers are injured at place of work. This is to be followed by a written report by The Council and sent to The Foundation by not later than two (2) working days of the incident.

10 Time and Attendance

- 10.1 Every Resource is to sign in, as soon as he/she reports for work and out at the end of his/her duty. Where a palm reader is installed, Resources are to palm in and out their daily attendance. The Council is to forward to The Foundation weekly by email, certified scanned copies of original Time and attendance Sheets/Palm reader readings of each Resource by not later than Tuesday of the following week.
- 10.2 The Council is responsible to confirm the correctness of timesheets and ensure that they are filled in and kept up to date. Attendance sheets are to be made available during any monitoring visits performed by The Foundation.

11 Continuous Professional Development

- 11.1 The Foundation shall support The Council with any related training it recommends to provide for the Resources to ensure continuous professional development.
- 11.2 The Foundation, with the assistance of The Council, shall highlight areas of training which will assist the Resources to perform the work assigned with proper skill and care. Training costs shall be borne and/or provided by The Council.

12 Charges, Invoicing and Payment Terms

- 12.1 The Foundation shall to pay to Resources on full-time basis a basic salary equivalent to forty hours work per week. No extra payment for work on overtime is paid by The Foundation and in cases where the need for overtime work arises, extra payment due to the Resources is to be paid at a rate agreed between The Council and the Foundation from time to time. The first such agreement shall be as per Annex V (Overtime Procedure & Rate for 2018).
- 12.2 The Council will pay The Foundation the equivalent of payment for overtime, and any applicable performance allowances of every Resource leased by The Foundation to The Council in terms of this Agreement (the "Charges").
- 12.3 The Foundation shall invoice The Council for the Charges in arrears every fifteen (15) days and The Council shall pay any given invoice within fifteen (15) days of receipt thereof.
- 12.4 If payment of the Charges by The Council to The Foundation is not made within the period indicated in Clause 13.3, interest thereon will accrue at the Agreed Interest Rate.
- 12.5 A Party shall notify the other Party if it disputes a payment made or to be made under this Agreement, by service of a notice (an "Invoice Dispute Notice") specifying the amount and basis of the dispute, and the disputing Party shall only be required to pay the undisputed amount of such payment (if any) on the due date.

Provided that if the Parties agreed or determined that:

- (a) all or part of a disputed amount which was paid by The Council should not have been paid, the amount of such overpayment shall be refunded by The Foundation within five (5) Business Days of such agreement or determination with interest at the Agreed

Interest Rate from the date of such overpayment to but excluding the date of payment; or

- (b) all or part of a disputed amount which was not paid should have been paid, such amount shall be paid within five (5) Business Days of such agreement or determination with interest at the Agreed Interest Rate from the date on which such amount should have been paid to but excluding the date of payment.

12.6 If the Parties have a dispute regarding an Invoice either Party shall be entitled to refer the dispute to Dispute Resolution in accordance with Clause 15.

12.7 Each amount stated as payable by The Council under this Agreement is expressed as exclusive of any applicable tax but this shall in no way be construed to mean that tax is not applicable where such is due statutorily.

13 Indemnity

13.1 The Council will indemnify and hold harmless The Foundation for any loss suffered from a claim which is contemplated in Clause 4.

13.2 The Council shall subscribe to an insurance policy covering all normally insurable risks of The Council and The Foundation in relation to the engagement, employment and management of Resources.

13.3 The Council will fully indemnify and hold harmless The Foundation, for any loss, claim, or liability, incurred by or raised against The Foundation for any act or omission done or omitted under the instructions and/or control and/or supervision and/or responsibility of The Council and its Staff to the exclusion of the Resources.

14 Term and Termination

14.1 This Agreement shall run from the Effective Date for a period of two (2) years, or until such time that the Community Work Scheme comes to an end or is terminated, whichever is the earliest.

14.2 In the event that any Party breaches any of the material terms and conditions of this Agreement (the "Defaulting Party") and such Defaulting Party shall not have remedied such breach within thirty (30) days from the receipt of notice from one or more of the other Parties (each a "Non-Defaulting Party") requesting the breach to be remedied, then the Non-Defaulting Parties, or either of them, shall have the right to terminate this Agreement.

14.3 Any right to terminate this Agreement shall not prejudice any claim for damages and/or any other claim in accordance with Maltese law competent to the Non-Defaulting Party suffering a default against the Defaulting Party.

14.4 The right of either Party to terminate this Agreement shall be limited to those expressly set out in this Agreement.

15 Dispute Resolution

15.1 The resolution of any Dispute arising out of or in connection with any aspect of this Agreement shall be subject to the provisions of this Clause (Dispute Resolution).

15.2 If a Dispute arises between The Council and The Foundation in relation to this Agreement, The Council and The Foundation shall actively seek to enter into good faith negotiation to resolve the Dispute within 20 (twenty) Days from the date of receipt of a formal written notification of the Dispute.

15.3 If any Dispute is resolved pursuant to Clause 16 (the "Resolution"), a written memorandum (a "Memorandum of Resolution") shall be prepared and signed by each of The Council and The Foundation; the Memorandum of Resolution shall:

15.3.1 confirm that the Resolution is in full and final settlement of the Dispute;

15.3.2 record all matters in issue and all material factual details of the Dispute and the precise terms of the Resolution; and

15.3.3 a copy shall be supplied to the Parties.

15.4 If The Council and The Foundation fail to achieve a Resolution, either Party may refer the dispute to settlement under arbitration in Malta in accordance with the Malta Arbitration Act, as in force at the time of such reference.

15.5 The number of arbitrators shall be three, the seat of arbitration shall be Malta, the language of the arbitration proceedings shall be English or Maltese and all correspondence exchanged, including documents presented, shall be in English or Maltese or shall be accompanied by a translation into English or Maltese at the expense of the Party producing the correspondence or documents.

15.6 In case of arbitration proceedings during the duration of this Agreement, this Agreement and the rights and obligations of the Parties hereunder shall remain in full force and effect pending the award in such arbitration proceedings.

15.7 The Foundation and the Council shall at all times keep the LCA informed of any dispute and any resolution thereof.

16 Governing Law and Jurisdiction

16.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be governed by the substantive laws of the Republic of Malta.

16.2 Subject to the provisions of Clause 15 (Dispute Resolution), the parties agree to submit to the exclusive jurisdiction of the Courts of Malta as regards any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof.

17 Commencement of Agreement

17.1 This Agreement shall become into effect from 1st of January 2019

Signed:  _____
On behalf of **The Foundation –**
RSSL

Name: Lawrence Mizzi
Designation: Chairman

Date: 1st JANUARY 2019

Signed:  _____
On behalf of **The Council –**
obo Local Councils listed in Annex I

Name: Mario Fava
Designation: President

Date: 20/1/19

List of Local Councils – RSSL

Attard	Kalkara	Qrendi
Balzan	Kirkop	Safi
Birgu	Lija	Paola
Birkirkara	Luqa	Santa Luċija
Birżebbuġa	Marsa	Santa Venera
Bormla	Marsaskala	Siggiewi
Fgura	Marsaxlokk	Ta' Xbiex
Floriana	Mdina	Tarxien
Għargħur	Mgarr	Xagħra
Għaxaq	Mosta	Xgħajfa
Gudja	Msida	Żabbar
Gżira	Mtarfa	Żurrieq
Hamrun	Pembroke	Regjun Xlokk
Isla	Qormi	Regjun Nofsinar



LABOUR SUPPLY AGREEMENT

BETWEEN

THE COMMUNITY WORK SCHEME ENTERPRISE FOUNDATION

AND

THE LOCAL COUNCILS' ASSOCIATION

21ST JANUARY 2019

THIS LABOUR SUPPLY AGREEMENT (the "**Agreement**") is entered into in Valletta, Malta this 1st January 2019 between:

The Community Work Scheme Enterprise Foundation, represented hereon by its CEO, Kenneth Cutajar, hereinafter referred to as '**The Foundation**';

And

The Local Councils Association on behalf of the Local Councils, represented hereon by Mr Mario Fava, appearing for and on behalf of the Local Councils listed in Annex I, duly authorised by the said Local Councils in terms of the mandate forms attached hereto and marked as Annex II, hereinafter referred to as '**The Council**'.

The Foundation and The Council are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

Whereas:

- a. The Foundation assigns work to persons currently enrolled in the Community Work Scheme of the Jobsplus and/or any other persons which the Jobsplus may deem appropriate for this purpose in the future. It offers labour for a social purpose, notably to schools, Local Councils, NGOs and/or any other The Council identified by the Jobsplus.
- b. The Council wishes to engage the Foundation and Foundation wishes to provide community workers to The Council based on the terms and conditions set out in this Agreement, hereafter referred to as the "Agreement".
- c. The Parties have agreed that The Foundation shall be supplying the Resources to The Council in terms of this Agreement in order for The Council;
- d. The Foundation and The Council have entered into this Agreement to regulate their rights and obligations with respect to the supply of labour described above.

The Parties agree to the following terms:

1 Definitions

- 1.1. When used in this Agreement, the following terms shall have the respective meanings as specified herein. Such meanings shall be equally applicable to both the singular and plural forms of the terms defined:

- 1.1.1. **"Agreed Interest Rate"** shall mean interest payable in terms of the Commercial Code, Chapter 13, Laws of Malta;
- 1.1.2. **"Applicable Law"** shall mean the laws of Malta and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to this Agreement;
- 1.1.3. **"Dispute"** shall mean a dispute which arises out of or in connection with this Agreement or the performance, validity or enforceability of it;
- 1.1.4. **"Effective Date"** shall mean the date of execution of this Agreement;
- 1.1.5. **"List of Resources"** shall refer to the list of Resources to be supplied by The Foundation to The Council in terms of this Agreement;
- 1.1.6. **"Resource(s)"** mean employees of the Foundation which are going to be supplied by The Foundation to The Council in terms of this Agreement;
- 1.1.16. **"Resource Employment Contract"** shall mean the employment contract entered into between the individual Resource and The Foundation and any applicable collective agreement and any other conditions of employment applicable to the Resource, including but not limited to any circular or guideline issued by The Foundation to its employees from time to time;
- 1.1.20 **"Workers' Representative"** shall include:
 - 1.1.20.1 an elected or appointed representative of the Resources in terms of the Applicable Laws; and
 - 1.1.20.2 a shop steward or other representative of a trade union.

2 Supply of Resources

- 2.1 The Foundation agrees to supply the Resources to The Council in terms of the List of Resources, and The Council binds itself to take on and manage the Resources, from the Effective Date.
- 2.2 The List of Resources may be amended from time to time by mutual agreement in writing of The Council and The Foundation.
- 2.3 The conditions of service of the Resources shall be those applicable to them as employees of The Foundation in terms of their Resource Employment Contract.

- 2.4 The Parties agree that at no time will the Resources be considered to be employees of The Council but the Resources will at all times be considered to be employees of The Foundation throughout the Concession Period.

3 Obligations of The Foundation

- 3.1 The Foundation will, as the employer of the Resources, comply with all taxation, social security, and other employment or labour related legislation applicable to the Resources.
- 3.3 The Council shall instruct The Foundation, which accepts and undertakes, to remove and/or replace any Resource upon showing serious and justifiable cause and The Foundation shall be prohibited from proposing such Resource to The Council in the future, except with The Council's approval. In the event that The Foundation is unable to supply a replacement Resource, The Foundation accepts and acknowledges that The Council will replace said Resource with The Council's Staff, and The Foundation and The Council shall reduce the List of Resources accordingly. The Foundation and the Council shall at all times keep the Local Councils' Association (hereinafter referred to as the "LCA") informed of any transfer of Resources for serious and justifiable cause.
- 3.4 The Foundation will remain responsible for any claim brought against The Foundation or The Council, or any of The Council's Staff, by a Resource, which claim relates to an event or circumstance which predates the Effective Date.

4 Obligations of The Council

- 4.1 With effect from the Effective Date, The Council shall be responsible to manage and administer the Resources in compliance with all Applicable Laws including laws relating to occupational health and safety and data protection, which may be applicable when managing and controlling the Resources leased by The Foundation.
- 4.2 The Council will, in relation to Resources supplied by The Foundation:
- 4.2.1 liaise and cooperate with The Foundation prior to any action being taken or not taken in relation to a Resource; and
 - 4.2.2 adhere to the procedures and instructions established by The Foundation from time to time in relation to human resources management, data protection compliance, and occupational health and safety of the Resources.
- 4.3 The Council will be responsible for any claim brought against The Foundation and/or The Foundation controlled entities or The Council by a Resource in relation to an event or

occurrence at the Sites during the Resource's deployment, which is proven to be due to any direct act or omission of The Council.

- 4.4 The Council will be responsible for the occupational health and safety of the Resources while the Resources are under the control and management of The Council and on duty. The Council will indemnify and render The Foundation harmless for any fine imposed on The Foundation, which is not disputed or though disputed has become a *res judicata*, as a result of a breach of any applicable occupational health and safety legislation and will indemnify and render The Foundation harmless for any personal injury sustained by the Resources whilst on duty and arising directly out of the act or omission in respect of which the fine was imposed on The Foundation.
- 4.5 The Council is to provide any health and safety equipment required by law and best practices for the Resources to perform their duties. Health and safety form as per the attached Annex III must be endorsed by the Resources and The Council legal representative.
- 4.6 The Council shall ensure that Resources working outside the office of The Council wear high-visibility bibs.
- 4.7 The Council shall, at no additional cost to The Foundation, train each of the Resources to a level of competence and standard of performance as may be required by The Council for the performance of specific duties to be assigned to the relevant Resource, when such specific duties require competences which exceed basic skills.

Provided that The Council shall not be considered to be in breach of this Clause if such Resource upon deployment failed to meet the minimum requirements of the position held at the Sites as per Best Industry Standards.

- 4.8 The Council shall be granted full authorisation to supervise and direct the Resources for the duration of their deployment with The Council.

5 The Foundation Warranties

- 5.1 The Foundation represents and warrants to The Council that:

- 5.1.1 All necessary action has been taken and has not been revoked and The Foundation has full power and authority to enter into, sign, execute, deliver and perform its obligations in terms of this Agreement;

5.1.2 The execution, delivery and performance of The Foundation does not and will not contravene the provisions of the Applicable Law; and

5.1.3 It has no reason to believe that any legislation applicable to it in any way prevents, restricts or limits its ability or right to comply with and fulfil its obligations under this Agreement.

6 Disciplinary action

6.1 The Parties agree that the Foundation shall exercise disciplinary control and to take disciplinary action for misconduct perpetrated by Resources, in line with the disciplinary procedure applicable to the said Resources' as established in the Resource Employment Contract.

6.2 The Council shall inform The Foundation, in writing, of any issues as referred to in attached CWSEF Disciplinary Policy and Procedures, pertaining to the Resources. The Foundation will investigate the issue and inform The Council of the outcome of the investigation.

6.3 The Council reserves the right not to agree with the decision taken by the Foundation and may request termination of service of the Resource who is subject to disciplinary action. However, in this case the Foundation will not provide a replacement.

6.4 The Foundation may, following consultation with The Council, remove such Resource who it deems was not administered in a manner pursuant to the terms of this Agreement.

6.5 The Foundation and the Council shall notify the LCA of the outcome of any disciplinary action taken in relation to the Resources.

7 Administration

7.1 The Council will provide The Foundation with a Job Description highlighting the duties and responsibilities together with weekly working hours for each Resource deployed with The Council. A list of duties is attached as Annex IV.

7.2 The Foundation supervisor(s) may attend to The Council's premises to verify that all Resources are performing their duties during their agreed working hours. The Foundation will identify its supervisor(s) to The Council, who may visit the respective sites of deployment.

7.3 Resources not found at place of work shall be considered as absent unless their absence is justified due to approved vacation leave or sick leave.

7.4 The Council shall inform The Foundation in writing on any matter relative to deployed Resources.

- 7.5 The Council shall provide The Foundation with a weekly programme of works and a monthly final report based on the 4-week plan provided during the month. The Council shall be responsible to ensure that the works are being carried out.

8 Leave and Other Absences

- 8.1 An application for vacation leave is to be filled in by the Resource, which request is subject to the approval of The Council. Leave application forms approved by The Council are to be forwarded to The Foundation for final confirmation, by not later than two (2) days prior to first day of vacation leave applied for. Provided that in the case of emergency leave, the Council shall notify The Foundation by email, as soon as possible.
- 8.2 Leave entitlement will not be carried over to the following year without prior written approval of the Foundation. This will only be considered if leave arrangements have been postponed at the request of The Council or The Council has accepted that leave has not been taken because of the demands of the Resource's job. The Foundation will inform The Council of such approvals or otherwise.
- 8.3 The Council is to inform The Foundation in writing on the following email address: info@districtoperations.com, or such other address as may be notified to the Council from time to time, if the Resource is absent on account of sickness, by not later than 90 minutes after the commencement of the starting time of duty.

9 Injuries

- 9.1 The Council is to inform The Foundation immediately if any of its community workers are injured at place of work. This is to be followed by a written report by The Council and sent to The Foundation by not later than two (2) working days of the incident.

10 Time and Attendance

- 10.1 Every Resource is to sign in, as soon as he/she reports for work and out at the end of his/her duty. Where a palm reader is installed, Resources are to palm in and out their daily attendance. The Council is to forward to The Foundation weekly by email, certified scanned copies of original Time and attendance Sheets/Palm reader readings of each Resource by not later than Tuesday of the following week.
- 10.2 The Council is responsible to confirm the correctness of timesheets and ensure that they are filled in and kept up to date. Attendance sheets are to be made available during any monitoring visits performed by The Foundation.

11 Performance Allowance

There shall be an appraisal of all Resources by the end of each calendar year. Each of the Resources shall be entitled to receive from The Council a yearly performance allowance of up to €450, on the basis of the result of the appraisal, which is to be carried out and endorsed by the respective Mayor/Executive Secretary. The said performance allowance is to be remitted to the Foundation by the Council and shall be paid by The Foundation to the Resources. The Foundation's approval for the performance allowance shall be final, and shall be based on the following criteria:

1. sensitivity towards facility environment
2. time management
3. respecting administrative procedures
4. communication skills
5. appropriate good use of IT/equipment/machinery (The Council training provided)
6. team-working
7. energy, determination and work-rate
8. respect towards authority and integrity
9. adaptability, flexibility, and mobility
10. personal appearance and image

Payment by The Council (Local Council) will be done as indicated below for a pass mark of 70% efficiency:

- Score between 71% and 80%: €250.
- Score between 81% and 89%: €350.
- 90% and over: €450.

12 Continuous Professional Development

12.1 The Foundation shall support The Council with any related training it recommends to provide for the Resources to ensure continuous professional development.

12.2 The Foundation, with the assistance of The Council, shall highlight areas of training which will assist the Resources to perform the work assigned with proper skill and care. Training costs shall be borne and/or provided by The Council.

13 Charges, Invoicing and Payment Terms

13.1 The Foundation shall to pay to Resources on full-time basis a basic salary equivalent to forty hours work per week. No extra payment for work on overtime is paid by The Foundation and in cases where the need for overtime work arises, extra payment due to the Resources

is to be paid at a rate agreed between The Council and the Foundation from time to time. The first such agreement shall be as per Annex V (Overtime Procedure & Rate for 2018).

- 13.2 The Council will pay The Foundation the equivalent of payment for overtime, and any applicable performance allowances of every Resource leased by The Foundation to The Council in terms of this Agreement (the "Charges").
- 13.3 The Foundation shall invoice The Council for the Charges in arrears every fifteen (15) days and The Council shall pay any given invoice within fifteen (15) days of receipt thereof.
- 13.4 If payment of the Charges by The Council to The Foundation is not made within the period indicated in Clause 13.3, interest thereon will accrue at the Agreed Interest Rate.
- 13.5 A Party shall notify the other Party if it disputes a payment made or to be made under this Agreement, by service of a notice (an "Invoice Dispute Notice") specifying the amount and basis of the dispute, and the disputing Party shall only be required to pay the undisputed amount of such payment (if any) on the due date.

Provided that if the Parties agreed or determined that:

- (a) all or part of a disputed amount which was paid by The Council should not have been paid, the amount of such overpayment shall be refunded by The Foundation within five (5) Business Days of such agreement or determination with interest at the Agreed Interest Rate from the date of such overpayment to but excluding the date of payment; or
 - (b) all or part of a disputed amount which was not paid should have been paid, such amount shall be paid within five (5) Business Days of such agreement or determination with interest at the Agreed Interest Rate from the date on which such amount should have been paid to but excluding the date of payment.
- 13.6 If the Parties have a dispute regarding an Invoice either Party shall be entitled to refer the dispute to Dispute Resolution in accordance with Clause 16.
 - 13.7 Each amount stated as payable by The Council under this Agreement is expressed as exclusive of any applicable tax but this shall in no way be construed to mean that tax is not applicable where such is due statutorily.

14 Indemnity

- 14.1 The Council will indemnify and hold harmless The Foundation for any loss suffered from a claim which is contemplated in Clause 4.
- 14.2 The Council shall subscribe to an insurance policy covering all normally insurable risks of The Council and The Foundation in relation to the engagement, employment and management of Resources.
- 14.3 The Council will fully indemnify and hold harmless The Foundation, for any loss, claim, or liability, incurred by or raised against The Foundation for any act or omission done or omitted under the instructions and/or control and/or supervision and/or responsibility of The Council and its Staff to the exclusion of the Resources.

15 Term and Termination

- 15.1 This Agreement shall run from the Effective Date for a period of two (2) years, or until such time that the Community Work Scheme comes to an end or is terminated, whichever is the earliest.
- 15.2 In the event that any Party breaches any of the material terms and conditions of this Agreement (the "Defaulting Party") and such Defaulting Party shall not have remedied such breach within thirty (30) days from the receipt of notice from one or more of the other Parties (each a "Non-Defaulting Party") requesting the breach to be remedied, then the Non-Defaulting Parties, or either of them, shall have the right to terminate this Agreement.
- 15.3 This Agreement shall ipso jure terminate without the need for any judicial notification upon the termination or lapse of the concession granted by Jobsplus to the Foundation.
- 15.4 Any right to terminate this Agreement shall not prejudice any claim for damages and/or any other claim in accordance with Maltese law competent to the Non-Defaulting Party suffering a default against the Defaulting Party.
- 15.5 The right of either Party to terminate this Agreement shall be limited to those expressly set out in this Agreement.

16 Dispute Resolution

- 16.1 The resolution of any Dispute arising out of or in connection with any aspect of this Agreement shall be subject to the provisions of this Clause (Dispute Resolution).

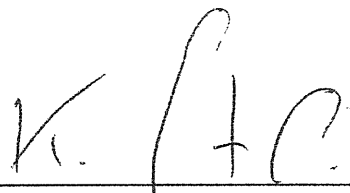
- 16.2 If a Dispute arises between The Council and The Foundation in relation to this Agreement, The Council and The Foundation shall actively seek to enter into good faith negotiation to resolve the Dispute within 20 (twenty) Days from the date of receipt of a formal written notification of the Dispute.
- 16.3 If any Dispute is resolved pursuant to Clause 16 (the "Resolution"), a written memorandum (a "Memorandum of Resolution") shall be prepared and signed by each of The Council and The Foundation; the Memorandum of Resolution shall:
- 16.3.1 confirm that the Resolution is in full and final settlement of the Dispute;
 - 16.3.2 record all matters in issue and all material factual details of the Dispute and the precise terms of the Resolution; and
 - 16.3.3 a copy shall be supplied to the Parties.
- 16.4 If The Council and The Foundation fail to achieve a Resolution, either Party may refer the dispute to settlement under arbitration in Malta in accordance with the Malta Arbitration Act, as in force at the time of such reference.
- 16.5 The number of arbitrators shall be three, the seat of arbitration shall be Malta, the language of the arbitration proceedings shall be English or Maltese and all correspondence exchanged, including documents presented, shall be in English or Maltese or shall be accompanied by a translation into English or Maltese at the expense of the Party producing the correspondence or documents.
- 16.6 In case of arbitration proceedings during the duration of this Agreement, this Agreement and the rights and obligations of the Parties hereunder shall remain in full force and effect pending the award in such arbitration proceedings.
- 16.7 The Foundation and the Council shall at all times keep the LCA informed of any dispute and any resolution thereof.

17 Governing Law and Jurisdiction

- 17.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be governed by the substantive laws of the Republic of Malta.


17.2 Subject to the provisions of Clause 16 (Dispute Resolution), the parties agree to submit to the exclusive jurisdiction of the Courts of Malta as regards any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof.

18 This Agreement shall become into effect from 1st of January 2019

Signed: 
On behalf of **The Foundation –
Community Worker Scheme Enterprise
Foundation**

Name: Kenneth Cutajar
Designation: CEO

Date: 21 January 2019.

Signed: 
On behalf of **The Council –
Local Councils' Association –
obo Local Councils listed in Annex I**

Name: Mario Fava
Designation: President

Date: 21/1/19

List of Local Councils – CWSEF

Attard	Gżira	Msida	Siggiewi
Balzan	Hamrun	Mtarfa	Ta' Xbiex
Birgu	Isla	Nadur	Tarxien
Birkirkara	Kalkara	Paola	Xagħra
Birżebbuġa	Kirkop	Pembroke	Xgħajra
Bormla	Lija	Qormi	Żabbar
Dingli	Luqa	Qrendi	Żebbuġ Ghawdex
Fgura	Marsa	Rabat Ghawdex	Żurrieq
Floriana	Marsaskala	Rabat Malta	
Għarb	Marsaxlokk	Safi	
Għargħur	Mdina	San Giljan	
Għasri	Mellieħa	Sannat	
Għaxaq	Mgarr	Santa Luċija	
Gudja	Mosta	Santa Venera	

AĠENDA
Il-Ġimgħa 15 ta' Frar 2019

- 17:30 – 18:10 Registrazzjoni
- 18:10 – 18:15 Introduzzjoni mill- President, is-Sur Mario Fava Addozzjoni tal-Aġenda, qari u approvazzjoni tal-Minuti (Laqgħa Plenarja Straordinarja 10 ta' Ottubru 2018), Punti maħruġa mill- minuti
- 18:15 – 18:45 Prezentazzjoni mill-Presidenti Reġjonali
- Dr. Samuel Azzopardi, President Reġjun Għawdex
 - Chev. Paul Farrugia, President Reġjun Xlokk
 - Is-Sur Michael Fenech Adami, President Reġjun Ċentru
 - Is-Sur Jesmond Aquilina, President Reġjun Nofsinhar
 - Is-Sur Anthony Mifsud, President Reġjun Tramuntana
- 18:45 – 19:00 Prezentazzjoni fuq inizjattivi innovattivi għall-lokal aħjar, mis-Sur Richard Demicoli
- 19:00 – 19:30 Rapport ta' ħidma mill-Assocjazzjoni Kunsilli Lokali matul is-sena 2018
- 19:30 – 20:15 Diskussjoni u Interventi fuq ir-rapport ipprezentat mill-Assocjazzjoni Kunsilli Lokali
- Samuel Azzopardi
 - Paul Gatt
 - Anne Marie Muscat Fenech Adami
 - Tiffany Anne Farrugia
 - Karen Camilleri

20:15 –20:30 Konkluzjoni mill-President tal-Assoċjazzjoni, is-Sur Mario Fava

20:30 Ikla

Is-Sibt 16 ta' Frar 2019

8:30 – 9:00 Registrazzjoni

9:00 – 9:30 Konkluzjonijiet fuq ir-Riforma għall-Gvern Lokali, Introduzzjoni tas-sugġett u preżentazzjoni mid- Direttur Ġenerali, is- Sur Natalino Attard

9:30 – 11:00 Diskussjoni mill-Panel u interventi fuq il-konkluzjonijiet maħruġa mir-Riforma għall-Gvern Lokali

- Mario Fava
- Silvio Parnis
- Robert Cutajar
- Cacopardo

11:00–11:30 Bus Shelters aħjar għall-lokalitajiet tagħna, preżentazzjoni mis-Sur Kevin Vassallo

11:30 – 11:45 Preżentazzjoni mill-kumpanija ***Beyond Strategic Consultants***

11:45 – 12:05 Waqfa għal-kafe'

12:05 – 12:30 Preżentazzjoni mis-Sur Charles Deguara fuq ir-rapport ippubblikat mill-Uffiċju tal-Awditur Ġenerali rigward il-ħidma tal-Kunsilli Lokali mill-Awditur Ġenerali matul is-sena 2018

- 12:30 – 13:00 Diskussjoni u Interventi fuq ir-rapport prezentat mill-Awditur Ġenerali.
- Charles Deguara
 - Tanya Mercieca
 - Natalino Attard
- 13:00 – 13:10 Konkluzżjonijiet mill- Perit Carmel Cacopardo Rappreżentant Alternativa Demokratika
- 13:10 – 13:20 Konkluzżjonijiet mill- Kelliem għall- Gvern Lokali, l-Onor. Robert Cutajar
- 13:20 – 13:30 Konkluzżjonijiet mis- Segretarju Parlamentari l-Onor. Silvio Parnis
- 13:30 – 13:45 Diskors tal-għeluq mill- President tal-Assoċjazzjoni, is-Sur Mario Fava

