

STRATEGY, POLICY AND GOVERNANCE

Technical Expert Natural Person

Guidelines

G-SPG-022-01

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1. Definitions

“**Act**” shall mean the Malta Digital Innovation Authority Act (Chapter 591 of the Laws of Malta) and any amendment executed thereof;

“**Technical Expert Natural Person Applicant**” refers to an individual applying as a Technical Expert with the Authority (**‘TENP Applicant’**);

“**Authority**” shall mean the Malta Digital Innovation Authority (**‘MDIA’**) as established in the Act;

“**Applicant of an initiative, programme or scheme**” shall mean any participant to any initiative, programme or scheme run, operated, or promoted by the MDIA (**‘IPS Applicant’**);

“**Confidential Information**” means any information, data, or know-how, whether oral or written, which information, data or know-how is neither in the public domain nor generally available;

“**TENP Guidelines**” means these Technical Expert Natural Person Guidelines and any ancillary document.

“**Innovative Technology**” means the following domains: information and communication technology (‘ICT’), Data, any type of digital technology mentioned in the MDIA Act, or any binding documentation issued by the MDIA;

“**Innovative Technology Service Provider**” shall have the same definition as contained within the Innovative Technology Arrangements and Services (ITAS) Certification Regulations, S.L. 591.01;

“**Records**” shall include all records associated with the Application Form, the statements and work of the TENP Applicant/Technical Expert Natural Person including all work, tasks, and applicable documentation, and not necessarily limited to those associated with complaints, questionnaires, audits, reviews, data, results, studies, and reports;

“**Technical Expert Natural Person**” is a type of Innovative Technology Service Provider recognised by the MDIA, who is an expert who, based on MDIA established criteria, fulfils the requirements to carry out tasks and assume roles which may be identified from time to time by MDIA (**‘TENP’**);

“**TENP Application Form**” shall mean the form which a prospective TENP Applicant must fill and complete;

“**Technical Expert Natural Person Register**” (or “**TENP Register**”) refers to the Register of TENPs who are recognised by the MDIA;

2. Introduction

- 2.1 These Guidelines shall apply to TENP Applicants, individuals intending to apply to be recognised as TENPs, in particular domains, and shall also apply to TENPs already recognised, in particular domains, by the Authority and wish to renew their recognition.
- 2.2 In light of this, these Guidelines provide the process which TENP Applicants must follow to apply for such recognition. These Guidelines also describe the obligations that come with being a recognised TENP with the MDIA.
- 2.3 By virtue of the MDIA Act, Chapter 591 of the Laws of Malta, these Guidelines have the force of law and are binding on TENP Applicants and TENPs.

3. Application Process and Eligibility Criteria

- 3.1 Without prejudice to any other requirement imposed under these Guidelines, a prospective Applicant must satisfy the below requirements for the Application Form to be considered by the MDIA:
- a) Be in the possession of one or more of the following:
 - i. Qualification in Innovative Technology at MQF level 6 or higher, as deemed appropriate by the Authority; or
 - ii. Holder of a practising certificate to practise in the field of auditing in line with the Accountancy Profession Act, Chapter 281 of the Laws of Malta, or regulations issued in terms thereof.
 - iii. Certificates drawn up by official quality control institutes, or entities of recognised competence, attesting expertise in Innovative Technology and, or auditing (such as CISA or similar), as deemed appropriate by the Authority; or
 - iv. Have evidence of five (5) years technical merit in Innovative Technology and, or auditing based on audit-established standards (such as ISAE 3000), as deemed acceptable at the sole discretion of the MDIA;
 - b) Provides evidence, which in the sole discretion of the MDIA proves technical merit in:
 - i. the fields of ICT and/or Information Security and/or Cybersecurity and/or Data and/or Digital Identity and/or Innovative Technology as defined under the MDIA Act or binding documentation issued by the MDIA; or
 - ii. auditing based on audit-established standards (such as ISAE 3000) and IT/ Risk/ Security Audit
 - iii. ;
 - c) Be of good conduct and fit and proper;
 - d) Have sound knowledge of the applicable laws, technologies, standards,

regulations, and guidelines relevant to the role of TENPs;

- e) Have sound knowledge of the MDIA and the initiative, programme or scheme led by the MDIA;
- f) Be conformant with the obligations required in these TENP Guidelines and by the terms and conditions of a specific initiative, programme, or scheme;
- g) Be able to speak, read and write efficiently in the English Language;
- h) Be a:
 - i. citizen of Malta; or
 - ii. citizen of other Member States of the European Union who are entitled to equal treatment to Maltese citizens in matters of employment by virtue of EU legislation and treaty provisions dealing with the free movement of workers; or
 - iii. citizen of any other country who are entitled to equal treatment to Maltese citizens in matters related to employment by virtue of the application to that country of EU legislation and treaty provisions dealing with the free movement of workers; or
 - iv. any other persons who are entitled to equal treatment to Maltese citizens in matters related to employment in terms of the law or the above-mentioned EU legislation and treaty provisions, on account of their family relationship with persons mentioned in paragraph (i), (ii) or (iii); or
 - v. Third-country national who has been granted long-term resident status in Malta under regulation 4 of the Status of Long-Term Residents (Third Country Nationals) Regulations, 2006 or who have been granted a residence permit under regulation 18(3) thereof, together with family members of such third-country nationals who have been granted a residence permit under the Family Reunification Regulations, 2007; or
 - vi. in possession of a residence document issued in terms of the “Residence Status of United Kingdom Nationals and their Family Members in Malta in accordance with the Agreement on the Withdrawal of the United Kingdom and Northern Ireland from the European Union and the European Atomic Energy Community Regulations.”

A TENP Applicant who does not fulfil requirements H(i-vi) may be required to appoint a resident agent at the sole discretion of the MDIA. Refer to the respective ‘Resident Agent Guidelines’ as issued by the Authority for further guidance.

- i) At the sole discretion of the MDIA, be deemed a suitable TENP in the fields of ICT and/or Information Security and/or Cybersecurity and/or Data and/or Digital Identity and/or Innovative Technology as defined under the MDIA Act or binding documentation issued by the MDIA;

- j) Fully complete the TENP Application Form which can be downloaded from the website of the MDIA, compile all of the required documentation in the form of appendices to the satisfaction of the Authority and pay any administrative fee, if applicable;

The above shall be substantiated with evidence presented by the Applicant, upon which evidence the Authority has the sole discretion to determine the eligibility of the Applicant.

- 3.2 The Authority has the sole discretion to include any additional requirement, as it may deem necessary.
- 3.3 Further requirements may be necessary according to the particular initiative, programme, and, or scheme under which a TENP is required to carry out a specific role.
- 3.4 Upon receipt of the TENP Application Form and the accompanying documents, the Authority shall commence the TENP Application Form process and shall review the same and conduct any other activity in relation to the assessment of the TENP Application Form.
- 3.5 The Authority reserves the right to:
- (a) Request additional information, which additional information the TENP Applicant shall be obliged to submit unless a justification to the satisfaction of the Authority is given;
 - (b) Conduct assessment/s, which can be done through any means at the discretion of the Authority;
 - (c) Conduct any interviews as deemed appropriate by the Authority;
 - (d) Request the originals of any document/s and or have such document/s certified by an independent party.
- 3.6 Documents not provided in the English or Maltese language must have an English or Maltese translation attached thereto, dated, signed, and certified by an independent person of proven competence, confirming the integrity of the translation, as may be determined by the Authority.

4. Post Application Form Process

- 4.1 Following all the reviews and actions deemed necessary by the Authority in terms of Section 3 of these Guidelines, the Authority shall determine whether the TENP Applicant fulfils all the requirements imposed by the Authority on the TENP Applicant and the decision of the Authority should be considered as final.
- 4.2 Should the Authority determine that the TENP Applicant succeeded in fulfilling all the requirements imposed by the Authority, the Authority shall inform in writing the TENP Applicant that the TENP Application Form has been accepted in a particular domain.
- 4.3 Should the Authority determine that the TENP Applicant fails to fulfil all the requirements imposed by the Authority, the Authority may, at its discretion, provide a period of time within which the TENP Applicant may provide the necessary documentation, information or clarification. If, even after the lapse of such a period where applicable, the TENP Application is not in conformity with the requirements set out by the MDIA, the Authority shall inform in writing the TENP Applicant that the TENP Application Form has been rejected or not processed further.
- 4.4 The Authority may decide to grant a recognition with respect to a domain/s that is based on a condition, including in principle temporary or partial recognitions.
- 4.5 The Authority reserves the right to recognise the TENP Applicant with respect to a domain/s subject to the additional conditions it deems appropriate. The Authority may, from time to time, vary or revoke such conditions or impose new ones.

5. The Recognition of the Technical Expert Natural Person and applicable Procedure

- 5.1 Recognition for a TENP will be in the form of an authorisation issued in an electronic document to the Applicant that among others identifies the Applicant.
- 5.2 The validity of recognition of a TENP shall be up to three (3) years from the date of signature of the Acceptance Letter sent by MDIA to the TENP Applicant. (the 'Term') unless the recognition granted to the TENP is terminated earlier as provided in this Section of these Guidelines or as deemed necessary by the Authority.
- 5.3 Without prejudice to any other power granted to the Authority under any applicable law or regulation, the MDIA may revoke, cancel, or suspend the recognition of the TENP in any of the following cases:

- (a) On grounds provided for under any applicable law as well as any regulation, guidelines or other binding instruments issued by the Authority in exercise of the powers and functions delegated to it by the Act or any other legislation;
- (b) In the case of any breach/es under Maltese and/or European Union legislation or any other binding documentation; or
- (c) In the event that the TENP is in breach of any of the obligations within these TENP Guidelines or ancillary documents; or
- (d) In the event that the TENP fails an audit or assessment; or
- (e) In case of any change in the TENP's operations, qualifications, or any criteria from those submitted by the TENP in the TENP Application Form, rendering them ineligible; or
- (f) For any reason as deemed by the MDIA necessitates revocation, cancellation, or suspension;

Provided, that MDIA shall, prior to revoking, cancelling, or suspending the recognition of the TENP, have issued a written notice describing the breach and granted the TENP a period of fifteen (15) calendar days to remedy or justify to the satisfaction of the Authority, such breach.

5.4 MDIA may, by virtue of a written notice, revoke, cancel, or suspend the recognition of the TENP should the TENP decide to halt their work or services;

MDIA shall, prior to revoking, cancelling, or suspending the recognition of the TENP, have issued a written notice describing the reason and grant the TENP a period of fifteen (15) calendar days to remedy such reason if required.

5.5 The MDIA is not obliged to grant a fifteen (15) days' notice as indicated in the previous sub-clauses 5.3 and 5.4, where the Authority has prima facie evidence of an infringement:

- (a) represents an immediate and serious threat to the users of the innovative technology, the public interest or to the application of mandatory rules of law; and, or
- (b) creates or may create serious economic or operational problems for third parties, in particular, other providers or users of innovative technology; and, or
- (c) would result in harm to Malta and, or the European Union and, or the welfare of users and, or competition, including within the innovative technology sector and, or

(d) any other matter which in the opinion of the MDIA at its sole discretion, merits immediate suspension or revocation

- 5.6 Upon the revocation, cancellation, or suspension of the recognition of a TENP, the person will immediately cease to do any work as a TENP. Furthermore, the person subject to a revocation or cancellation of TENP recognition shall, immediately after being notified of such a measure, desist from presenting himself as a recognized TENP and shall collaborate with MDIA to ensure appropriate hand over.
- 5.7 The revocation, cancellation, or suspension of the recognition of a TENP will not restrict MDIA or prohibit MDIA from enforcing its rights.
- 5.8 Without prejudice to any other rights or remedies that MDIA may have, the TENP acknowledges and agrees that in the event that the MDIA deems that revocation, cancellation or suspension, and damages alone would not be an adequate remedy for any breach of the TENP Guidelines and ancillary documents, The MDIA shall be entitled to the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of the TENP Guidelines or ancillary documents in accordance with the applicable laws.
- 5.9 The MDIA may establish internal documentation to support the implementation of this Procedure.
- 5.10 Any person in possession of a Technical Expert or similar recognition issued prior to the publication of these Guidelines, who is not, at the time at which renewal becomes due, engaged in the provision of Technical Expert or TENP services to any IPS Applicant, shall apply for renewal of recognition based on the requirements and procedures set forth in these Guidelines.
- 5.11 Should the TENP who applied and received recognition as a TENP pursuant to these TENP Guidelines wish to renew the Term for an additional three (3) years, the TENP must inform in writing the Authority, and submit the relevant documents as determined by the MDIA from time to time, at least three (3) months prior to the termination of the Term, and, in the event that the recognition is renewed, the Renewal Term shall commence on the day following the termination of the expiring Term.
- 5.12 Any TENP who applied and received Recognition on the basis of any previous Guidelines who, during the renewal period is engaged in the provision of Technical Expert or similar services to any ITA Applicant may, upon a written request to the Authority, be granted an extension until such an engagement is completed. Such an extension shall be granted by the Authority at its discretion in writing and shall only be valid in respect to ongoing engagements as prescribed by the MDIA and shall not be valid for any further ITA Applicants taken on within the renewal term or after the issuance of the extension. Following the completion of the engagement or engagements for which an extension is granted, the TENP shall apply for renewal on the basis

of these Guidelines.

- 5.13 All terms and conditions found in these TENP Guidelines shall also be applicable during the Renewal Term, and any other subsequent term, without prejudice to the Authority's right to review, amend or replace these Guidelines from time to time.

6. Register of Technical Experts

- 6.1 The Authority may publish and maintain a register of recognised TENPs on its website.
- 6.2 The MDIA may publish on its website and social media channels the name, surname, contact details, expertise, and professional portrait, if any, in order for third parties to be aware of the TENPs of the MDIA, who they are and where they can be contacted.
- 6.3 By submitting a TENP Application Form, the TENP Applicant is accepting and consenting that once she or he is recognized as a TENP, his or her name, surname, area of approved expertise, contact details and professional portrait, may be published on the website of the MDIA and, or social media channels in order for third parties to be aware of TENPs recognised by the MDIA, and where they can be contacted.
- 6.4 In case of expiry, revocation, cancellation, or suspension, the MDIA shall automatically and without the necessity for any consent remove the TENP from the TENP Register.

7. The processing of Personal Data

- 7.1 The MDIA shall process any personal data, including but not limited to, names, surnames, contact details and addresses for the recognition of the TENP and associated requests and for the purposes of regulatory and due diligence obligations, audits and compliance, statistics and improvements related to the initiative, programme, or scheme.
- 7.2 By submitting the Application Form, the TENP accepts and consents:
- (a) that the TENP Applicant is fully aware and accepts the contents of the terms and conditions found in the MDIA's Data Protection Policy and related documentation as updated from time to time; and
 - (b) that his or her personal data shall be processed in accordance with the MDIA's Data Protection Policy and related documentation of the MDIA which are accessible through the website of the MDIA; and

- (c) the processing and disclosure of any of his or her personal data to third parties for the purpose of regulatory obligations, due diligence, auditing and compliance, statistics and improvements related to any scheme of the MDIA, or as provided in the MDIA's Data Protection Policy.

- 7.3 The TENP shall comply with their respective obligations under the Data Protection Act (DPA), Chapter 586 of the Laws of Malta and the General Data Protection Regulation (GDPR), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), as retained and applied in Malta by the DPA and any other applicable laws.
- 7.4 The TENP shall hold MDIA harmless from and against any and all claims (including reasonable and properly incurred costs and expenses) made against the Authority by any person arising as a result of any loss, unauthorised disclosure of or unauthorised access to any Personal Data by the TENP in relation to this the Agreement.
- 7.5 Notwithstanding that by applying under these TENP Guidelines to become a TENP, the TENP Applicant is obliged to adhere to these TENP Guidelines, the Authority may require the TENP to fill and adhere to other consent form/s relating to the processing of Personal Data.
- 7.6 The provisions of this Section 7 shall apply during the continuance of the Term and shall survive expiry or Termination.

8. Roles, Obligations and Warranties of the Technical Expert

- 8.1 Periodically, the Authority, entities, agencies and, or other Authorities introduce initiatives, programmes, and, or schemes which may involve roles requiring the engagement of recognized TENPs. Those issued by the MDIA will be accessible on the Authority's website.
- 8.2 Responsibilities of the TENP may involve or include, but are not limited to, conducting technical evaluations and reviews, and technical expertise and input, in relation to the domain or domains for which the TENP has been recognised by the MDIA.
- 8.3 These TENP Guidelines shall enter into force with immediate effect, therefore any new Application Forms shall be made in accordance with the requirements stipulated within these TENP Guidelines.
- 8.4 Through the Term, the TENP may be subject to audits or assessments, as deemed appropriate by the Authority.
- 8.5 The TENP Applicant shall not tamper with or modify in any manner the

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Application Form or any related documents. Should it transpire that these were tampered with, or modified in any manner, the MDIA shall consider the TENP Applicant to be in breach of these TENP Guidelines. Any potential improvements should be communicated to the MDIA for consideration.

8.6 The TENP shall guarantee that:

- (a) The Application Form and any declaration or documentation submitted is truthful, complete, and accurate, authentic, and unaltered, completed honestly, in good faith, in line with good industry practice and completed and signed by the TENP Applicant themselves;
- (b) The TENP shall notify the Authority in writing of any change in relation to operations, qualifications, or any criteria from those submitted in the Application Form, including in terms of expiration of documents;
- (c) The TENP shall not do or permit to be done, anything that might damage the reputation of the Authority or its IPS Applicants or of any other governmental authority, entity, or agency;
- (d) Upon request by the MDIA for the purposes of monitoring, assessing, and auditing, the TENP shall provide access to the Records retained by the same TENP which Records must be kept for at least five (5) years from completion of assignment or engagement;
- (e) The TENP shall ensure their capability and ability to carry out the tasks assigned to them and shall carry out all activities with the highest degree of professional integrity, with the requisite technical competence in the specific field, with reasonable skill and care, impartiality, independence, good industry practice and with honesty and integrity;
- (f) The TENP shall be free from undue pressures and inducements which might influence their judgement and, or the results of the required work;
- (g) The TENP shall inform the Authority, with immediate effect, of any occurrence of any incident or non-conformance with these TENP Guidelines or any other binding documentation, legislation, or obligation, of which they are aware of;

8.7 The TENP shall not assign or transfer their rights and obligations to any third party unless this is authorised in writing by the Authority.

8.8 The TENP shall keep themselves updated on the latest requirements established by the MDIA and comply therewith.

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- 8.9 In order for the TENP to participate in an initiative, programme, and, or scheme, they must, where applicable, read, sign and/or adhere to the terms and conditions of that particular initiative, programme, and, or scheme, including the Guidelines and other documentation issued in relation to that programme, initiative and, or scheme.
- 8.10 Any change in the skills, experience and qualifications of the TENP shall be duly notified in writing to the Authority and before the TENP engages in any initiative, programme, and, or scheme related to such new skills, experience and qualifications, the Authority shall review, accept or otherwise such new skills, experience and qualifications of the TENP and add these on the TENP Register, if applicable.
- 8.11 Without prejudice to any requirement by MDIA, independence obligations may pertain to specific roles designated by the Authority, for TENPs. It is the responsibility of the TENP to adhere to these obligations.
- 8.12 Any Terms and Conditions or Guidelines associated with a specific initiative, programme, and, or scheme in which the TENP is involved will be applicable to that TENP with respect to that specific initiative, programme, and, or scheme.
- 8.13 The TENPs shall be responsible for the impartiality and independence of any testing, audits, or inspection activities which the TENPs conduct and shall not allow commercial, financial, or other pressures to compromise their impartiality and independence.
- 8.14 The TENPs shall identify and communicate to the Authority any risks to their impartiality and independence on an ongoing basis, this includes identifying and communicating any Conflicts of Interest which may arise.

Impartiality and independence risks which can threaten the impartiality and independence of the TENPs include, but are not limited to, working relationships, bias, ownership, governance, personnel, shared resources, finances, contracts, payment of a sales commission or other inducement for any referrals.

- 8.15 If a risk to impartiality and independence is identified, the TENP needs to be able to demonstrate to the Authority how such risk was eliminated or adequately minimised to a degree which will not interfere with their role as TENP.

The impartiality and independence of the TENP should be read and construed in line with the obligations for a high degree of professional integrity and honesty. To this end, the TENP shall also be independent, to the extent that is required, in determining the conditions under which it performs its services.

Impartiality and independence include but are not limited to, not having any

commercial interest in any entity with which the TENP is working on, not having worked with such entity on the same product or service which is subject to their work as a TENP, not being affiliated through work, consanguinity or because of any liens, loans, and another facility with such target persons.

Impartiality and independence imply that conflicts of interest do not exist or are resolved so as not to adversely influence subsequent activities of the TENP.

Other terms that are useful in conveying the elements of impartiality and independence are; honesty, objectivity, freedom from conflict of interests, freedom from bias, lack of prejudice, neutrality, fairness, open-mindedness, and balance.

9. TENP Administrative Fees

- 9.1 The MDIA may establish the fees applicable for TENP recognitions through Guidelines as issued and made available on its website from time to time.

10. Confidentiality

- 10.1 The TENP shall keep all information which she or he attains under strict confidentiality.
- 10.2 Notwithstanding the previous clause 10.1, the TENP may be obliged to provide or share information with the Authority or the owner or management of an initiative, programme scheme or any other governmental entity, agency, or authority, as they deem necessary.
- 10.3 The Authority may disclose, the TENP Applicant's information to the staff, representatives, advisers, and contractors of the Authority. The Authority may also disclose such information as required by law including by an order of any Court or Tribunal.
- 10.4 The TENP Applicant agrees that the name, date, and scope of any assessments ordered by the Authority, as well as the outcome of the assessment conducted by the TENP, can be used, and published by the Authority with the details of the TENP.

11. Content Ownership & Intellectual Property Rights

- 11.1 The TENP acknowledges and accepts that all material made available by MDIA or its IPS Applicants or any other governmental authority or agency (including text, images, graphics, videos, audio clips and other copyrighted materials, trademarks, designs and any other intellectual property rights, are proprietary

to the same unless otherwise stated in an agreement between the IPS Applicant and the TENP.

12. Force Majeure

- 12.1 Neither the TENP nor the MDIA shall be in breach of these Guidelines or any other ancillary document nor held liable for delay in performing, or failure to perform, any of its obligations under these Guidelines and ancillary documentation if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, but not limited to, an act of God, inclement weather, flood, drought, lightning or fire, earthquakes and volcanic eruptions, failure or shortage of power supply, strikes, lockouts, labour disturbances and industrial disputes of any kind, and governmental or ministerial decisions ('**Force Majeure**'). For an event to be considered as 'Force Majeure,' the TENP shall submit a written request for an extension which shall be at the sole discretion of the MDIA.

13. Indemnity & Limitation of Liability

- 13.1 The TENP shall indemnify the Authority against all claims, liabilities, costs, expenses, damages and Losses, including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by MDIA arising out of or in connection with:
- (a) Any breach of the terms, conditions, warranties or representations contained in the Guidelines or ancillary documents;
 - (b) Any breach or negligent performance or non-performance of the Guidelines or ancillary documents;
 - (c) Any actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of information for the purposes of any task as TENP.
- 13.2 The TENP shall ensure that such indemnification of MDIA is clearly stipulated in its agreement with the IPS Applicant or any other client.
- 13.3 MDIA shall not accept any liability to the TENP resulting from any security breach or vulnerability in the TENP's systems or processes either during the assessment or subsequently, and MDIA shall not be liable to the TENP whether in contract, tort (including negligence) for breach of statutory duty or otherwise arising under or in connection with the Guidelines or ancillary documents for any loss.

14. General

- 14.1 These Guidelines are equivalent to an agreement between the TENP Applicant/TENP and the MDIA as from the submission of the Application Form.
- 14.2 A reference to a Law or statutory provision shall include all subordinate legislation made from time to time under that Law or statutory provision.
- 14.3 A reference to any document, scheme, guidance, or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 14.4 A reference to the terms 'writing' or 'written' includes email.
- 14.5 A reference to the term 'Guidelines' includes ancillary documentation to these Guidelines.
- 14.6 No failure or delay by a party to exercise any right or remedy provided under these Guidelines or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 Nothing in these Guidelines is intended to or shall be deemed to establish any partnership or joint venture.
- 14.8 If any provision or part-provision of these Guidelines and ancillary documentation is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Guidelines and ancillary documentation.
- 14.9 These Guidelines shall be governed by, and construed exclusively in accordance with, the Laws of Malta. All disputes arising out of or in connection with these Guidelines, including any questions or issues regarding its existence, validity, and Termination, shall be referred to and finally resolved by the Courts of Malta.
- 14.10 The TENP Applicant should ascertain that the TENP Application Form is fully completed and submitted to the MDIA. By submitting this TE Application Form, the TENP Applicant acknowledges and agrees that the conditions in the TENP Guidelines and other ancillary documents will regulate this TENP Application Form. Please be aware that, since the MDIA is a public authority, information submitted to the MDIA may be subject to disclosure, including but not limited to auditors, contractors, and other competent authorities and also under the Freedom of Information Act, Chapter 496 of the Laws of Malta. To help the MDIA deal with such access requests, TENP Applicants shall highlight any commercially sensitive aspects of their TENP Application Form in yellow. This does not mean that commercially sensitive information that the

Applicant deems to be confidential may not be disclosed by the MDIA if it is legally obliged or authorised to disclose such information.

14.11 The MDIA will not accept any liability or responsibility for anything done by it in relation to this TENP Application Form, amongst others (i) any opinions expressed by the MDIA, (ii) the time it may take the MDIA to process the TENP Application Form, or (iii) any refusal by the MDIA; or any other liability whether in contract, tort (including negligence) or otherwise, towards the TENP Applicant or any third party. The provisions relating to MDIA's exclusion of liability will extend to this TENP Guidelines and ancillary documentation.

15. Conclusion

Any prospective TENP Applicants with the required eligibility criteria listed in these Guidelines and other ancillary documents are encouraged to apply via the Application Form which can be downloaded from the website of the MDIA.

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