

Agreement for Reproducing MATSEC Examination Questions

Agreement between:

The **University of Malta** (hereinafter the "UM"), having its registered office at Msida, MSD 2080, Malta, hereby represented by its Rector, Professor Alfred J. Vella, as duly authorized

And

Mr. XYZ (hereinafter the "Publisher"), holder of identity card number 1234567M, residing at ADDRESS

Whereas the UM, through the Matriculation and Secondary Education Certificate Examinations Board (hereinafter the "MATSEC Board"), is owner of the Secondary Examination Certificate (SEC), Intermediate Matriculation (IM) and Advanced Matriculation (AM) MATSEC examination papers;

Whereas the Publisher requests the right to publish the Chemistry AM examination papers, or parts thereof, of the First session of 2017 and 2018 as listed in clause (viii) below (hereinafter the "Content") for the purpose of publishing therewith, and therefore providing, the answers to the questions therein (hereinafter the "Permitted Purpose");

Whereas the UM accepts the Publisher's request as aforesaid subject to the following terms and conditions:

- (i) The sum that must be paid by the Publisher to the UM for the right to publish the Content within any type of publication – reproduced or transmitted in any form or by any means, electronic or mechanical, recording or duplication in any information storage and retrieval system, photocopied or otherwise reproduced – is as per the attached schedule of fees marked as '**Doc A**'.
- (ii) This Agreement does not grant any further rights to the Publisher other than the right to publish the Content for the Permitted Purpose, which right is not exclusive. Moreover, the Publisher is precluded from assigning, sub-contracting or



transferring by any means whatsoever its rights and obligations under this Agreement to a third party without the prior written consent of the UM.

- (iii) By the terms 'to publish' or 'publication' in Clause (i) and throughout this Agreement, it is understood that:
 - (a) the Content is actually reproduced or transmitted in the relative publication; and/or
 - (b) answers or comments on the Content, even without the actual reproduction or transmission of the Content, are given.
- (iv) The concession for the publication of the Content granted by this Agreement is for a period of two (2) years from the date of first publication, which Content is to be published exclusively for the Permitted Purpose. Thereafter, the Publisher must enter into another agreement with the UM for the right to publish the Content.
- (v) The Content, as set by MATSEC Board, has to be reproduced or transmitted faithfully by the Publisher. The UM reserves the right to order remedial action at the expense of the Publisher; this may entail issuing an *errata corrigé* and/or other steps as necessary.
- (vi) The Publisher shall ensure that all publications containing the Content shall feature prominently, on the page preceding the contents page, two disclaimers reading as follows:
 1. © University of Malta. All rights reserved. No part of this Publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, without the prior permission of the University of Malta.
 2. The University of Malta, including the Matriculation and Secondary Education Certificate Examinations Board, shall not be held responsible for any mistakes in the questions as printed or the answers, workings or comments as contained in this Publication.



- (vii) The Publisher must supply the UM (MATSEC Support Unit) with five (5) complimentary copies of each publication wherein the Content is featured as well as of any publication wherein any answer or comment on the Content, even without the actual representation of the Content, is given. The said copies should reach the UM (MATSEC Support Unit) within fifteen (15) days following the date of each publication.
- (viii) The Content requested by the Publisher for the Permitted Purpose, as well as the corresponding fee, is as follows:

	Subject	Level	Session	No. of papers	Cost [€]
Total					

- (ix) The Content and the right granted under this Agreement to publish the same will be transferred to the Publisher upon full payment of the fee mentioned in the previous Clause.
- (x) The Publisher shall not use the Content or information derived from it to undermine the UM's business or otherwise harm its reputation or that of its MATSEC Support Unit.
- (xi) The Publisher understands that the UM gives no warranties in relation to the Content disclosed and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the UM as to the safety, accuracy, and completeness of any materials or information.
- (xii) Neither this Agreement nor the supply of any information grants the Publisher any licence, interest or right in respect of any intellectual property rights of the UM.
- (xiii) The Publisher understands that no agency or partnership relationship between the UM and the Publisher, whether express or implied, shall be created by this Agreement.
- (xiv) All notices requires to be served pursuant to this Agreement shall be made in



**L-Università
ta' Malta**

**MATSEC
Examinations Board**

University of Malta
Msida MSD 2080, Malta

Tel: +356 2340 2814/5/6
matsec@um.edu.mt

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writing to the addresses at the beginning of this Agreement. This Agreement may not be modified.

- (xv) This Agreement shall be governed by the laws of Malta. In the event of any dispute between the Parties, the Parties agree to attempt to reach an amicable settlement in good faith.

For the University of Malta:

For the Publisher:

Prof. Alfred J. Vella

Rector

Date:

PUBLISHER

Date:



Doc A

Copyright Fees for Reproducing MATSEC Examination Questions

The copyright fees set for Secondary Education Certificate (SEC), Intermediate Matriculation (IM), and Advanced Matriculation (AM) examination papers are as shown in the table below, where the number of candidates refers to the number of registrations for the subject in the session whose paper is being requested.

SEC	IM	AM
€500 for up to 5 papers per year ≥ 1000 candidates	€300 for up to 2 papers per year ≥ 1000 candidates	€750 for up to 6 papers per year ≥ 400 candidates
€250 for up to 5 papers per year 500 – 999 candidates	€250 for up to 2 papers per year 500 – 999 candidates	€500 for up to 6 papers per year 100 – 399 candidates
€150 for up to 5 papers per year < 500 candidates	€200 for up to 2 papers per year 100 – 499 candidates	€200 for up to 6 papers per year < 100 candidates
	€150 for up to 2 papers per year < 100 candidates	