

## SAMPLE ORGANISATION SERVICES AGREEMENT

By executing this Organisation Services Agreement (the "Agreement"), the Organisation is requesting the Registration Authority to issue Organisation Services functionality to the Organisation through the Organisation Manager and the Organisation agrees to be responsible for the use made of the Organisation Services by the Organisation Manager or any other person, including Organisation Employees, authorised by the Organisation for this purpose.

Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Organisation Details

Name of Organisation	_____
Address of Organisation	_____ _____ _____
Website	_____
Email Address	_____
Telephone	_____
Vat No.	_____
VAT Area of Business	_____
Registration/Notification No.	_____

### Organisation Representative Details (officer duly authorised to sign this agreement on the last page)

Name of Representative	_____
ID Card No.	_____
Position within the Organisation	_____
Email Address	_____

### Organisation Manager Details

Name of Organisation Manager	_____
ID Card No.	_____
Position within the Organisation	_____
Email Address	_____

**Activation Code** (to be used by Organisation in relation to support when contacting the Registration Authority – activation code to be at least 7 characters long)

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## 1. Background

1.1 The Government of Malta, acting through the Ministry for Infrastructure, Transport and Communications ('MITC') has appointed the Director General (Land and Public Registry) as Registration Authority (the 'Registration Authority') for Electronic Identity Accounts and Administrator for certain services including organisation services (the 'Organisation Services') available through the electronic portal of the Government of Malta available at <http://www.mygov.mt> (the 'Portal').

### 1.2 Organisation Services Functionalities

The Organisation Services comprise a number of functionalities, as described and defined in this clause 1.2 (the 'Organisation Services Functionalities'), available in the Portal and allow Organisations to interact with some service providers offering electronic services within the Portal (the 'Service Providers') by appointing a person who would be responsible to administer and manage the Organisation Services Functionalities on behalf of the Organisation (the 'Organisation Manager') through the generation of a distinct profile within the Electronic Identity Account of the appointed Organisation Manager (the 'Organisation Manager Profile').

The Organisation, acting through the Organisation Manager, shall also be able to appoint other persons as Organisation Employees who would be responsible to administer some electronic services as assigned to them by the Organisation Manager and made available by the Service Providers to the Organisation by the generation by the Organisation Manager of a distinct profile within the Electronic Identity Account of the person appointed as Organisation Employee (the 'Organisation Profile').

The Organisation Services Functionalities also allow the Organisation to accept delegated services from other persons or organisations or to delegate the use of some functionalities and services of the Organisation to other persons or organisations who would be acting on behalf of the Organisation. The Organisation shall have the ability to administer electronic services made available by the Service Providers and delegated to the Organisation by other persons or organisations (the 'Delegated Services').

1.3 The Organisation wishes to obtain access to the Organisation Services available through the Portal by appointing an Organisation Manager who shall be acting on behalf of the Organisation following the generation by the Registration Authority of an Organisation Manager Profile. The Organisation Manager shall be responsible to manage and administer the Organisation Services Functionalities.

1.4 The use of the Organisation Services by the Organisation, the Organisation Manager and the Organisation Employees or any other person or organisation acting on behalf of the Organisation is governed by this Agreement, the Electronic Identity Subscriber Agreement and the Electronic Identity Terms and Conditions as amended, updated and/or substituted by the Registration Authority from time to time and which shall all be considered as an integral part to this Agreement.

## 2. Obligations

### General

2.1 This Agreement will become effective on the date that a completed copy of this Agreement is received, together with any other documents required for the registration process including receipt of payment (if applicable), verified and processed by the Registration Authority at which point the Organisation Manager profile shall be generated within the Electronic Identity Account of the person acting as Organisation Manager on behalf of the Organisation.

2.2 By signing this Agreement the Organisation:

2.2.1 requests that the Registration Authority generates the Organisation Manager Profile within the Electronic Identity Account of the person acting as Organisation Manager on behalf of the Organisation;

2.2.2 agrees to the terms of this Agreement;

2.2.3 agrees to take responsibility to ensure that the Organisation Manager and any Organisation Employee appointed by the Organisation comply with the terms of this Agreement including, without limitation, the Electronic Identity Subscriber Agreement and the Electronic Identity Terms and Conditions;

2.2.4 agrees that any action, transaction or interaction performed by the Organisation Manager or any Organisation Employee through the Organisation Manager Profile

generated within the Electronic Identity Account of the Organisation Manager and/or Organisation Profile generated within the Electronic Identity Account of the Organisation Employee shall be construed for all intents and purposes as having been authorised, performed and carried out on behalf of the Organisation.

#### Organisation Manager Obligations

- 2.3 The Organisation Manager is responsible for his/her Electronic Identity Credentials, as stipulated in the Electronic Identity Subscriber Agreement and the Electronic Identity Terms and Conditions. The Organisation Manager must take necessary precautions to prevent the compromise, loss, disclosure, modification or unauthorised use of his/her Electronic Identity Credentials.
- 2.4 If the Organisation Manager is the holder of a digital certificate issued by the Certification Authority established by the Malta Information Technology and Training Services Ltd on behalf of the Government of Malta, usage and responsibility of that digital certificate shall be according to the Subscriber Agreement, Certificate Practice Statement (CPS) and Certificate Policy (CP) applicable to that digital certificate.
- 2.5 The Organisation Manager acknowledges that it is him/her who is exclusively responsible for protecting his/her Electronic Identity Credentials and or Private Key from compromise, loss, disclosure, modification or unauthorized use.
- 2.6 A person applying to act as an Organisation Manager on behalf of an Organisation shall become an Organisation Manager once the Organisation Manager Profile relevant to the Organisation is generated within his/her Electronic Identity Account.
- 2.7 An Organisation Manager may not delegate his function as Organisation Manager or appoint a new Organisation Manager without the prior consent of the Organisation.
- 2.8 The Organisation Manager shall:
  - 2.8.1 ensure that his/her Electronic Identity Credentials and/or Private Key are not compromised;
  - 2.8.2 immediately notify the Organisation and the Registration Authority if he/she becomes aware that his/her Electronic Identity Credentials and/or Private Key are compromised, or there is a substantial risk of compromise;
  - 2.8.3 ensure that all information provided to the Registration Authority in relation to the generation of the Organisation Manager Profile and/or Organisation Profile, (including all information submitted by him/her during the Electronic Identity registration process and Digital Certificate Application) is true, complete and up to date;
  - 2.8.4 immediately notify the Registration Authority if:
    - (i) he/she ceases to be an employee or agent of the Organisation;
    - (ii) he/she ceases to be authorised to act as an Organisation Manager on behalf of the Organisation;
    - (iii) the Organisation for which he/she is acting as Organisation Manager ceases to exist;
    - (iv) there is any other change to his/her Electronic Identity registration information or any other information provided to the Registration Authority;
  - 2.8.5 make use of the Organisation Manager Profile and/or Organisation Profile generated within his/her Electronic Identity Account only for the purposes for which it was issued and within the usage and reliance limitations as specified in this Agreement and all other applicable laws, agreements and terms and conditions of use;
  - 2.8.6 check the details set out in the Organisation Manager Profile and or Organisation Profile generated within his/her Electronic Identity Account on receipt and promptly notify the Registration Authority if incorrect or improper information has been created;
  - 2.8.7 if requested by the Registration Authority, provide complete and accurate information in relation to his/her Organisation Manager Profile and/or Organisation Profile or anything else related to the Organisation Services which he/she controls;
  - 2.8.8 use the Organisation Manager Profile and/or Organisation Profile and any Organisation Services Functionalities he/she controls only for purposes for which he/she has the actual authority of the Organisation;
  - 2.8.9 ensure that all other persons whom he/she appoints as an Organisation Employee and/or for whom an Organisation Profile is generated within their Electronic Identity Account are informed and adhere to the obligations stipulated in this clause 2.8.1 to 2.8.8;

- 2.8.10 keep an updated list of all persons appointed as Organisation Managers or Organisation Employees together with a list of the Organisation Services Functionalities or electronic services assigned to them and make this list available to the Registration Authority if so requested;
- 2.8.11 keep an updated list of all electronic services delegated by the Organisation Manager on behalf of the Organisation to other persons or organisations and make this list available to the Registration Authority if so requested;
- 2.8.12 keep an updated list of all electronic services being delegated to the Organisation by other persons or organisations and make this list available to the Registration Authority if so requested;
- 2.8.13 immediately revoke any Organisation Profile created by him/her to any person appointed to appear or act on behalf of the Organisation if that person is no longer employed or acting as an agent for the Organisation or if instructed to do so by the Organisation;
- 2.8.14 immediately revoke any delegation given to any other person or organisation if such person or organisation is no longer authorised to provide delegated services to the Organisation or if instructed to do so by the Organisation.

#### Organisation Obligations

### 2.9 The Organisation shall:

- 2.9.1 ensure that the Organisation Managers and Organisation Employees and/or any person or organisation appointed by and acting on behalf of the Organisation comply with their obligations as stipulated in this Agreement;
- 2.9.2 immediately notify the Registration Authority when the Organisation becomes aware that the Electronic Identity Credentials or Private Key of any of its Organisation Managers or Organisation Employees have been compromised or there is a substantial risk of compromise;
- 2.9.3 ensure that all information provided to the Registration Authority in relation to the appointment as, access and use by Organisation Managers or the Organisation Employees of the Organisation Services Functionalities assigned to them are true, complete and up to date;
- 2.9.4 Immediately notify the Registration Authority if:
  - (i) any of the Organisation Managers appointed by the Organisation cease to be employees or agents of the Organisation;
  - (ii) any of the Organisation Managers appointed by the Organisation cease to be authorised to act as Organisation Managers on behalf of the Organisation;
  - (iii) the Organisation ceases to exist;
  - (iv) there is any other change to the Electronic Identity registration information of any person appointed as Organisation Manager or Organisation Employee or any other information provided to the Registration Authority;
- 2.9.5 ensure that an updated list of all persons appointed as Organisation Managers or Organisation Employees together with a list of the Organisation Services Functionalities or electronic services assigned to them is being kept and make this list available to the Registration Authority if so requested;
- 2.9.6 ensure that an updated list of all electronic services delegated by the Organisation Manager on behalf of the Organisation to other persons or organisations is being kept and make this list available to the Registration Authority if so requested;
- 2.9.7 ensure that an updated list of all electronic services being delegated to the Organisation by other persons or organisations is being kept and make this list available to the Registration Authority if so requested;
- 2.9.8 immediately revoke any Organisation Profile created by the Organisation Manager to any person appointed to act as Organisation Employee or Organisation Manager if that person is no longer employed or acting as an agent for the Organisation;
- 2.9.9 immediately revoke any delegation given to any other person or organisation if such person or organisation is no longer authorised to provide delegated services to the Organisation.

### 3. Liability

#### Organisation Liability

- 3.1 The Organisation is responsible and therefore liable for any acts carried out by the Organisation through the Organisation Manager or Organisation Employees appointed by the Organisation and/or for any acts carried out on behalf of the Organisation by any person or

organisation delegated and/or authorised by the Organisation to act on behalf of the Organisation.

### 3.2 The Organisation:

- 3.2.1 is solely responsible for any use as well as the contents of any transmission, message or transaction performed through the usage of the Organisation Services or Organisation Services Functionalities by its Organisation Manager or Organisation Employee or any other person or organisation delegated to perform any use or transaction on behalf of the Organisation;
- 3.2.2 warrants to all Service Providers who will grant access to any electronic service to the Organisation through the Organisation Profile generated within the Organisation Manager and/or Organisation Employee and/or any other person or organisation delegated by the Organisation to represent and act on behalf of the Organisation that:
  - 3.2.2.1 no unauthorised person has ever had access to the Organisation Manager Profile;
  - 3.2.2.2 the Organisation Services and the Organisation Services Functionalities are being used exclusively for appropriated, authorised and lawful purposes;
  - 3.2.2.3 at the time that any act, use or transaction is carried out or performed through the Organisation Profile generated within the Electronic Identity Account of the Organisation Manager and/or Organisation Employee and/or any other person or organisation delegated by the Organisation to represent and act on behalf of the Organisation, the Organisation Manager, Organisation Employee or any other person or organisation delegated by the Organisation to represent and act on behalf of the Organisation was still validly authorised to act on behalf of the Organisation and have not been revoked;
  - 3.2.2.4 all representations made and documents submitted by the Organisation or Organisation Manger are true and up-to-date;
- 3.2.3 indemnifies the Registration Authority and/or the Service Providers for any loss, damage and expense of any kind, arising out or in connection with:
  - 3.2.3.1 the manner and extent of the use of the Organisation Services or Organisation Services Functionalities by any Organisation Manager and/or Organisation Employee appointed by the Organisation and/or any person or organisation which the Organisation appoints or delegates to appear and act on behalf of the Organisation or any other third party who purports to appear or act on behalf of the Organisation;
  - 3.2.3.2 any negligence or wilful misconduct made by the Organisation, its Organisation Managers and/or Organisation Employees and/or any person or organisation which the Organisation appoints or delegates to appear and act on behalf of the Organisation through the use of the Organisation Services or Organisation Services Functionalities;
  - 3.2.3.3 any falsehood or misrepresentation of fact by the Organisation, its Organisation Managers and/or Organisation Employees and/or any person or organisation which the Organisation appoints or delegates to appear and act on behalf of the Organisation through the use of the Organisation Services or Organisation Services Functionalities;
  - 3.2.3.4 any failure by the Organisation, its Organisation Managers and/or Organisation Employees and/or any person or organisation which the Organisation appoints or delegates to appear and act on behalf of the Organisation to disclose a material fact with the intent to deceive the Registration Authority or the Service Providers;
  - 3.2.3.5 any failure by the Organisation, its Organisation Managers and/or Organisation Employees and/or any person or organisation which the Organisation appoints or delegates to appear and act on behalf of the Organisation to prevent the compromise, loss, disclosure, modification or unauthorised use of their Identity Account Credentials or Private Key.

### Organisation Manager and Organisation Employee Liability

- 3.3 The Organisation is responsible and liable for the use made of the Organisation Services by the Organisation Manager and/or the Organisation Employees appointed by the Organisation or for any acts carried out on behalf of the Organisation by any person or organisation delegated and/or authorised by the Organisation to act on behalf of the Organisation or any

other third party who purports to appear or act on behalf of the Organisation as set out in clause 3.2 above.

- 3.4 The Organisation may make its own agreements with Organisation Managers and Organisation Employees concerning the policies and procedures for the use of the Organisation Services including any liability provisions.

#### Registration Authority Liability

- 3.5 The Registration Authority excludes all warranties, conditions and obligations of any type from the relationship between the Registration Authority and the Organisation, Organisation Manager and/or Service Providers except:

- 3.5.1 to the extent otherwise provided in this Agreement; or  
3.5.2 where a condition or warranty is implied into an agreement by a law, and that condition or warranty cannot be excluded.

- 3.6 In no event will the Registration Authority be liable for any indirect, special, incidental or consequential damages or for any loss of profits or revenues, loss of data, loss of use, loss of goodwill, or other indirect, consequential, or punitive damages, whether or not reasonably foreseeable, arising from or in connection with the use, delivery, performance or non-performance of the Organisation Services or any transaction or services offered or contemplated within the Organisation Services or any express or implied warranty or indemnity under or in relation to the Organisation Services or any transaction or services offered or contemplated within the Organisation Services or otherwise misrepresentation, negligence, strict liability, even if the Registration Authority has been advised of the possibility of such damages or should have been aware of such a possibility.

#### Force Majeure

- 3.7 The Registration Authority is not liable for any loss or damage arising from any delay or failure to perform any of its obligations if such delay or failure is due to Force Majeure. The delay or failure by the Registration Authority arising from Force Majeure shall render the performance of the obligations of the Registration Authority as suspended until the event causing Force Majeure is resolved. The term Force Majeure shall include, without limitation, a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; a change in the requirements of any government or governmental entity or authority; war, national emergency, insurrection, riot, civil disorder or other hostility, orders or acts of any civil or military authority; explosions; acts of God including but not limited to storms, hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; epidemics and quarantines; damage to or destruction of facilities or systems or those of any of its sub-contractors or suppliers; supply failures, shortages, breaches or delays; interruption of electricity or of the supply of oil or gas; any other event or circumstance beyond the control of the party affected.

## **4. Interpretation and Enforcement**

#### Governing Law

- 4.1 This Agreement is governed by, and is to be construed in accordance with, the laws from time to time in force in the Republic of Malta.

#### Dispute Resolution

- 4.2 In the event of a dispute arising between the Organisation and the Registration Authority (the 'Parties'), the Parties hereby undertake to attempt to resolve the dispute amicably and if necessary with the assistance of a qualified mediator.

- 4.3 In case of failure to reach an amicable settlement of any dispute arising under this Agreement within one (1) month from the notification of such dispute by one Party to the other, the Parties hereby agree that the dispute shall be referred and submitted to arbitration in Malta in terms of the Rules of the Malta Arbitration Centre as in force from time to time, before a panel of three arbitrators.

- 4.4 The Parties shall each nominate a member to sit on the Arbitration Panel, the third member being appointed by the Chairman of the Malta Arbitration Centre. In the event that any of the

Parties fail to nominate a member to sit on the Arbitration Panel as aforesaid, any such member of the Panel shall be nominated by the Chairman of the Malta Arbitration Centre.

SIGNED FOR AND ON BEHALF OF THE ORGANISATION BY A DULY AUTHORISED OFFICER

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

SIGNED BY THE PERSON APPLYING AS ORGANISATION MANAGER ON BEHALF OF THE ORGANISATION

*By signing this section the person applying as Organisation Manager on behalf of the Organisation agrees to abide by this Agreement and the Organisation's policies and procedures that are notified to him/her from time to time concerning the use of the Organisation Services.*

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**For Internal Purposes Only**

Name of the RA Officer \_\_\_\_\_

Date of receipt of Agreement \_\_\_\_\_

Organisation Reference Number \_\_\_\_\_

Date of Acceptance \_\_\_\_\_