

## **CONTRACT FOR SERVICE**

**Agreement for the engagement of Dar Camilleri to write a technical document  
for Arts Council Malta titled:**

### **COMMERCIALISING MALTA'S CULTURE INDUSTRIES AND TAPPING PRIVATE CAPITAL**

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An agreement entered into on 25 April 2025

**Between:**

The ARTS COUNCIL MALTA (hereinafter referred to as 'the Council') duly represented by Mr. Albert Marshall (id 1) as Executive Chairman on the one side;

**And**

Mr Mark Camilleri obo Dar Camilleri (holder of identity card number 1) of  
as Service Provider (hereinafter referred to as 'the SP') on the other side;

Whereby the SP undertakes to provide the services hereinafter stipulated on a strictly self-employed basis.

**Now, THEREFORE**, in consideration of the above recitals, which recitals are expressly made a material part and component of the Agreement, and in further consideration of the promises, covenants, conditions and mutual obligations hereinafter contained, the Council and the SP agree and covenant as follows:



## 1. Duration of the Contract

1.1 This contract shall commence on the date of signature by both parties and shall remain in force for a maximum period of twelve (12) months. However, should the service provider submit the technical document, as detailed in Annex A, and such document is accepted in writing by Arts Council Malta as fully compliant with the terms of reference, the contract shall be deemed completed and shall automatically cease to have effect as from the date of such acceptance.

1.2 At all times throughout the duration of this contract, the Service Provider shall act in an independent capacity and shall not, for any purpose whatsoever, be regarded as an employee of the Government of Malta or of the Arts Council Malta. Nothing in this contract shall be construed as establishing an employer-employee relationship between the Service Provider and either entity.

## 2. Scope and Remit

2.1 The Service Provider shall be responsible for researching, drafting, and submitting a comprehensive technical document to Arts Council Malta, titled:

**"Commercialising Malta's Culture Industries and Tapping Private Capital."**

This document, which is attached to this contract as **Annex A**, shall reflect the proposal as mutually agreed upon by both parties prior to the signing of this contract. The technical document shall be developed in line with the terms of reference, and shall include, inter alia, strategic recommendations, policy insights, actionable frameworks, and any supporting analysis deemed necessary to meet the objectives of this engagement.

The final version of the document shall be subject to approval by Arts Council Malta, who shall assess whether it satisfactorily meets the scope, quality, and standards set out in Annex A and the contract.

2.2 Should the Council require his services on other projects within the framework of this contract, the matter shall be discussed accordingly between both parties.

2.3 The SP undertakes to perform his duties faithfully and diligently and shall act in all respects according to the instructions or directives given to him by the respective authorities.



2.4 The SP shall conform to General Government rules and regulations in force from time to time.

2.5 The SP shall work according to the exigencies of the service, the conditions of this contract and the workload assigned. In all circumstances, however, the SP shall not be entitled to any extra remuneration above that agreed to in this contract.

### 3 Remuneration and payment terms

- 3.1 The Service Provider shall be remunerated a total fixed fee of **€25,000** (twenty-five thousand Euros) for the full and satisfactory performance of the services described in this contract. This amount shall be **inclusive of all applicable taxes and charges**, with the exception of Value Added Tax (VAT), and shall cover all costs, expenses, and liabilities incurred by the Service Provider in relation to the execution of the services.

The Service Provider shall be solely responsible for the payment of all income taxes, national insurance contributions, and any other statutory dues or obligations arising from the provision of the services under this contract.

#### 3.2 Payment shall be effected in two instalments as follows:

1. **€10,000** (ten thousand Euros) payable upon the signing of this contract;
2. **€15,000** (fifteen thousand Euros) payable upon submission of the final technical document, provided that it is delivered within the stipulated twelve (12) month period and formally approved in writing by Arts Council Malta as being compliant with the terms of reference and the requirements outlined in Annex A.

- 3.2 The SP shall not be entitled to any other benefits apart from those stipulated in this agreement.

**3.4** Payment shall be issued by the Council on receipt of an invoice by the SP addressed to the Arts Council Malta:

Arts Council Malta  
Level 1, TG Complex  
Triq il-Birrerija, Zone 3  
Central Business District  
Birkirkara, CBD3040  
VAT MT 1659 3934

#### **4 Confidential Information and disclosure**

**4.1** The SP binds himself to maintain Confidential Information in strict confidence and not to divulge any of any such information to any third party and in addition not to communicate, indicate or suggest to any third party the existence of such Confidential Information; and not to make use of the Confidential Information for any purpose whatsoever except as may be necessary in the performance of her duties or as may be required by law or legal provisions:

Provided that for the purpose of this section "Confidential Information" means any and all information, and any and all records, in whatever form and of whatever nature whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including, without limitation materials of any relevant equipment or any part thereof, the methods of operation of the Council, processes, plans, strategies, data, know-how, and any other material made available by the Council or gained by the SP.

**4.2** The SP shall, both during the term of this contract, after its expiry or sooner termination, keep confidential and not use or disclose or attempt to use or disclose to any person any of the information except as authorised or required for the purposes of this contract.

**4.3** The SP shall not make use, for his own personal interest or that of a third party, of any information in whole or in part obtained during the conduct of her duties. This also includes the transmission of information for marketing purposes or for any other commercial activity.

#### **5. Termination**

##### **5.1 Termination for Cause by the Council**

Arts Council Malta shall have the right to terminate this Agreement with immediate effect by written notice to the Service Provider if the latter:



- I. fails to deliver the technical document by the deadline set out in this Agreement, without prior written approval of an extension by the Council;
- II. breaches any material term of this Agreement and fails to remedy such breach within ten (10) calendar days of receiving written notice thereof;
- III. engages in any act of gross misconduct, fraud, dishonesty, or conduct which, in the reasonable opinion of the Council, brings the Council into disrepute;
- IV. becomes insolvent, files for bankruptcy, or is otherwise unable to perform the services due to financial or legal incapacity.

### **5.2 Termination by the Council**

Arts Council Malta may terminate this Agreement at any time by giving the Service Provider at least fifteen (15) calendar days' written notice. In such case, the Service Provider shall be entitled to payment only for the work actually performed and deliverables accepted by the Council up to the effective date of termination, on a pro rata basis.

### **5.3 Termination by the Service Provider**

The Service Provider may terminate this Agreement by providing the Council with at least thirty (30) calendar days' written notice, provided that such termination shall not release the Service Provider from the obligation to deliver any work that is reasonably required and already in progress. No further payment shall be due unless a partial deliverable, acceptable to the Council, is provided.

### **5.4 Return of Property and Information**

Upon termination or expiry of this Agreement, the Service Provider shall promptly return to Arts Council Malta all documents, data, materials, and other property belonging to the Council, whether physical or digital, which are in the Service Provider's possession or control.

### **5.5 Survival of Clauses**

Clauses relating to confidentiality, intellectual property, liability, indemnity, and any other provisions which by their nature should survive, shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.

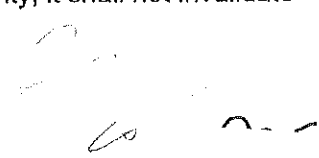
### **5.6 No Employment Relationship**

Nothing in this Agreement shall be construed to establish an employment relationship between the Service Provider and Arts Council Malta. Termination of this Agreement shall not give rise to any rights typically associated with employment, including but not limited to severance pay or reinstatement.

## **5 Operative Law**

**6.1** This Agreement shall be governed, construed and interpreted in accordance with the Laws of Malta.

**6.2** Should any provision of this Agreement be held to be void or unenforceable in whole or part by any court, tribunal or other competent authority, it shall not invalidate



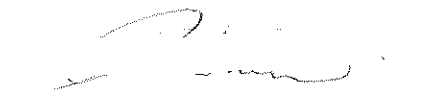
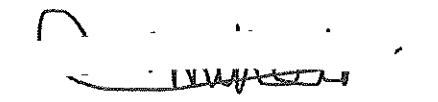
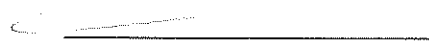
the other provisions of this Agreement and the remainder of the provisions shall continue to be valid.

6.3 This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreements or understandings pertaining to any such matter shall be effective. This Agreement may only be modified in writing and signed by both parties.

6.4 This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the Laws of Malta.

6.5 In consideration of the terms and obligations of this Agreement, the parties hereto set their hands.

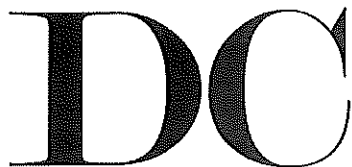
**Signed by:**

  
\_\_\_\_\_  
**Albert Marshall**  
Executive Chairman  
Arts Council Malta  
\_\_\_\_\_  
**Mark Camilleri**  
Service Provider  
\_\_\_\_\_  
**Mary Ann Cauchi**  
COO Funding & Strategy  
Witness

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

25/04/25

## Annex A



Proposal for the write-up of a technical document to the Arts Council titled:

### COMMERCIALISING MALTA'S CULTURE INDUSTRIES AND TAPPING PRIVATE CAPITAL

A comprehensive 25,000-word policy study will be prepared over the course of twelve months, with the objective of providing a coherent strategic direction and actionable proposals for the commercialisation of Malta's cultural and creative industries. These industries have experienced substantial growth over the past twelve years under consecutive Labour administrations, supported in large part by sustained public investment.


Despite the limitations of a small domestic market, Malta's cultural industries are well positioned to achieve greater commercialisation and long-term sustainability. Through targeted reforms in public funding and a recalibrated strategic focus, the government can further stimulate significant commercial expansion within the sector.

A key objective of this initiative is also to align with Malta's Vision 250 strategy by fostering the creation of high-value jobs. Strengthening the commercial viability of the cultural industries will not only enhance economic resilience but also contribute meaningfully to employment generation in innovative and creative fields.

#### Introduction

A quick glance at the Arts Council's public documents shows that the Arts Council lacks financial expertise and a macro-economic outlook on the culture industries. However, this is not a specific issue limited to the Arts Council. There is a lack of financial expertise across Malta's cultural public entities.

For a very long-time, both in Malta and as well as in other countries in Europe, public cultural institutions have been treated by governments as secondary in priority compared with other public institutions that are related to the economy or other specific economic sectors. Often, public cultural entities are treated by government policy-makers as equivalent to charitable foundations that disseminate funds to as many artists as possible. Although public funding is in principle a form of aid, public funding should also be executed with financial criteria that aims for the increasing commercialising and profitability of the culture industries. Spreading public funds to as many artists as possible is electorally attractive to policy-makers, but this does not necessarily provide net benefits to the culture industries because it can create discrepancies in private competition while removing the incentives for commercialisation and profitability. This situation can lead to public funds for culture turning into sunk-cost capital that mostly benefit politicians.



The small size of the local market creates significant barriers for profitability in certain sectors. There are undoubtedly crucial cultural and artistic products that are highly unlikely to be profitable in the local market such as cultural and artistic products in the Maltese language that consist of experimental theatre and music, poetry, and even literature in general. Indeed, some public funds such as the Malta Book Fund have been specifically created for this reason: to fund books that are not profitable in the market. Historically, the Malta Book Fund was never meant to sponsor best-selling authors or children's books. It was meant to subsidise poetry, historiography, translations and other non-profitable ventures. However the Book Fund was created in the context of a policy that strived to push publishers for profitability and it came with other measures that incentivised and pushed publishers to adopt further commercially profitable activities. There was an alignment of policy actions that created a harmonised mix of initiatives that supported non-profitable ventures, while at the same, aggressively pushing publishers to become profitable through other initiatives.

In most cases, the challenge for profitability in the local culture industries is derived from the lack of cultural infrastructure that provides market or capital access. Theatre is probably the only culture industry in Malta that has an extensive infrastructure. On the other hand, musicians are lacking venues and locations to play music. Publishers lack bookshops and spaces to hold events. Artists lack a liquid-capital market to sell their art.

Clearly and fundamentally, we lack a strong market for the culture industries, but blaming the population for being disinterested in culture is counter-productive. Professionals in the culture industry have to understand that they are not working in isolation to the overall economy. Arts and culture are competing with other industries such as entertainment, vice-industries, and even politics and religion. The dependence on public funds can lead to professionals and artists bunkering themselves in a safe bubble of government dependency; on a long-term basis, this situation is leading to a significant amount of sunk-cost capital that shows in the income and expenditure sheet of the government.

Distributing public funds for cultural events does not solve the fundamental problems in infrastructure. Public funds can create infrastructure such as liquid markets, but despite the significant rise in public funding in the culture industries, we don't see the creation of new markets neither do we see any significant flow of private capital in the culture industries. Solving infrastructure and market issues is one of the key components to drive profitability forward.

#### Looking for value and capital

Public cultural institutions have to address the culture industries from a macro-economic standpoint. The aim of public funding in the arts should be guided with the fundamental principle of creating thriving, sustainable, and profitable culture industries that grow on their own. Otherwise, the government will remain the largest patron of the arts with serious risks to free speech and creativity. Even if a government does not actively censor or discriminate against artists, as the government takes an oversized role in the arts, there will always be an underlying bias that compels artists to have good relationships with public officials and politicians in order to tap public resources.

Therefore, it is clear that from a politician's standpoint that it is not ideal for artists to be economically independent and free, and it's better if they remain subdued with a government dependency. On the other hand, a government that would provide infrastructure and markets that would help artists gain financial freedom, would be doing a very courageous and bold act by empowering artists at the as artists are freed from any from any conditions that could potentially lead them to self-censor.



Achieving profitability in the culture industries would require the government and the private sector to exploit value. On a long-term basis, there needs to be capital flows in the culture industries that directly and indirectly serve to gradually build liquid markets and new infrastructure.

#### **Aid and charity versus public capital injection: the example with art (paintings)**

My argument can be perfectly exemplified with divergent policies on art (paintings). Currently, the government spreads a lot of funding to as many artists as possible to hold exhibitions and events. Consider a different approach, more technical and more productive.

The government should move away from funding vanity projects, and events because these do not create value in the culture industries. What would create actual value is what I will call "The public bid".

Markets are some of the most complex economic phenomena to understand, yet they are very straightforward in their fundamental prerequisites. In order to have a healthy and liquid market you simply need consistent bidders: those who actually bid their money to buy artistic pieces. There is currently a dearth of bidders in the local market.

Spending a lot of money on vanity events such as Malta's Biennale does not help in creating a market. You can hold the most beautiful cultural events, with the best artists in the world, and still have zero sales.

The only way to bring private bidders in the local arts market is if the government becomes the foremost and biggest bidder of artistic pieces itself. Private investors would follow suit. This would eventually create in what markets we describe as "herding behaviour".

It is absolute delusion to believe that a capable and good artist will make it on their own skill and merit. This is fantasy. In addition, art collectors don't look for cheap stuff in order to re-sell at a higher price later. Buyers in the arts market follow the money and the bids and this is called "herding behaviour". The government can induce herding behaviour that leads to a cascade of private capital in the local arts by simply being the first and biggest and most regular bidder in the local arts. Investors would follow the government's bids because they are guaranteed a buyer and a market, and this eventually creates a bull-run where speculators who don't even care about art, start pouring their money into the market with the aim of selling their asset at a higher price later.

Investors usually prefer buying the safest and most commonly bid asset because it potentially has the highest re-sale probability. This is why investors are more likely to buy a painting at €100,000 that has a history of sales in the market than buy something aesthetically superior at €10,000 that has no market history.

You don't need to spend money on events and marketing to achieve this effect. Market bidders would come as soon as they see price action. They don't need propaganda, convincing, Biennales, and they don't even need to like the art at all. All they need to see is the price action. There is absolutely no need to do any marketing or events if you have price action. If you don't have a price action, you will have no interest. Currently, in the Maltese arts market, there is 0 price action 0 price discovery and very low trading volumes.

In markets we say "Price conditions sentiment". Bidders and investors create their opinion on artistic assets through price action: not on whether they like the art or not. Most of the people buying art

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have absolutely no idea what they are buying. Buyers will buy assets whose prices keep going up. This creates the cascading effect of a bull-market in which everyone piles in.

To put it simply, an investor will buy an asset if they think that this asset will go up in price in the future. To elevate prices and create a liquid market, the government needs to step in as the ultimate bidder. Eventually, when this scheme is successful, the government would end up competing with major investors over the purchases of local art (a good problem to have).

You need an aggressive capital injection with very aggressive bureaucrats to make this happen. It would not work with a small fund. This needs to be done aggressively so that investors believe that they can always sell their art and assets again at a higher price.

The Arts Council has to think of itself as the Central Bank of the culture industries: injecting liquidity where it is needed to jump-start markets in contrast to a philanthropic foundation.

### Proposal

I am proposing the write-up of a 25,000 word technical document to be written in 12 months with the title: **COMMERCIALISING MALTA'S CULTURE INDUSTRIES AND TAPPING PRIVATE CAPITAL.**

The document's aim will be to provide a blueprint government policy to commercialise the culture industries and bring inflows of private capital into the said industries.

The price for my service will be €25,000, with €10,000 paid upon signing of a contract, and €15,000 paid on the submission of the final document in twelve months.

I would also be ready to participate in any events and press conferences in the presentation of this document.

Hopefully, this could be the start of a truly big change in the culture industries that would lead to the creation and growth of companies, art, and new markets for culture that would elevate Maltese art and artists into a new era of profitability and capital inflows.

  
  
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