

Student Agreement – Intake January 2024

The agreement has been entered into on the _____ day of _____ and is issued jointly by and between:

The Institute for Education (IfE), represented by _____, herein referred to as the 'IfE';

The Malta College of Arts Science and Technology (MCAST) represented by _____, _____, herein referred to as the 'MCAST';

and

[Student name, surname and ID number], Student at MCAST/IfE following the [title of qualification] in [years], herein referred to as the student.

A. Introduction

1. The purpose of this agreement is to define the conditions of acceptance to undertake studies at the IfE and the MCAST hereafter referred to as the 'Providers'. By signing this agreement both parties agree to the stipulated conditions defining the relationship for the duration of studies.

B. What constitutes this Contract?

2. The following are considered to form part of this agreement:
 - 2.1. Policies and Procedures of the Providers;
 - 2.2. Handbooks issued by the Providers;
 - 2.3. Laws and Regulations governing the studies conducted at IfE and MCAST; and
 - 2.4. Other bilateral agreements entered into with the Providers.

C. Effective Date and Duration

3. This agreement shall be valid for the entire duration of the Student's enrolment into the above-mentioned programme and will cease to be effective upon termination of studies defined as; resignation, or withdrawal, or termination/de-registration initiated by the Providers, or exit qualification other than that originally enrolled, or successful completion of studies.
4. This contract may be terminated should any party be in breach of any of the conditions mentioned in this agreement or any other document forming part thereof.

D. Responsibilities and Obligations

5. The Providers are committed to ensure that the Student is offered the possibility to make the most out of the academic experience. It is with this regard that the Providers are driven to ensure that:
 - 5.1. All students are provided with a conducive learning environment which maximises their individual full potential;
 - 5.2. The development, coordination, delivery, assessment, certification and administration of all programmes is done in a professional manner which embraces the overall mission of the Providers;
 - 5.3. The assessment process is conducted rigorously, fairly and impartially whilst ensuring that adequate feedback is provided;
 - 5.4. Training programmes, systems and processes reflect the National Education Strategy 2024-2030;
 - 5.5. Consideration is given to special training programme requirements for students with impairments with the aim to promote their participation in working life;
 - 5.6. The programme offered by the Providers are in line with the Malta Qualifications Framework;
 - 5.7. The Providers are to notify students should the minimum number of students not be reached prior to the commencement of the course;
 - 5.8. The Providers shall issue the merited official certificate of the qualification together with the EUROPASS Diploma Supplement or similar, to students on the successful completion or exit or termination of the programme;
 - 5.9. The premises used by the Providers are suitably equipped for learning;
 - 5.10. The Providers shall process personal data in conformity with the General Data Protection Regulations (GDPR) and the Providers' Data Protection Policy. This does not preclude the sharing of data between the Providers for the successful implementation and delivery of the joint programme;
 - 5.11. The health and wellbeing of all students shall be safeguarded. The Providers shall be constantly maintaining at the forefront the psychological needs and academic development of their students by fostering teaching and learning practices that support a work-life-study balance;
 - 5.12. The Providers shall mediate on issues which may arise throughout the learning experience; and
 - 5.13. The Providers shall conduct regular verification checks to ensure consistency in all their processes.

6. As members of the Providers' community, students are agreeing to:
- 6.1. Read and comply with the conditions set out in this contract and any other document constituting part of this agreement;
 - 6.2. Actively participate in the learning activities organised in partial fulfilment of the aforementioned programme;
 - 6.3. Embark on the learning journey with academic integrity and without the intent to conduct any form of academic dishonesty;
 - 6.4. Take responsibility to respect deadlines and commitments that the programme requires;
 - 6.5. Pay the tuition fees as published and other Administrative Charges as applicable;
 - 6.6. Commit to the appropriate and legal use of the technologies and facilities made available by the Providers;
 - 6.7. Be bound by confidentiality, therefore any information, documentation, assessments cannot be passed to other students. This clause shall remain valid even after the termination of this agreement.

E. Payment Terms, Tuition Fees and Administrative Charges

7. The processing of tuition fees forms an integral part of the admissions process. These include the cost of instruction and exclude any Administrative Charges. Students are encouraged to ensure that the settlement of fees is done in a timely manner.
8. Annual Fees
- 8.1. The applicable fee for the above mentioned programme:
 - **For EU residents:** is of four thousand Euro (€4000) for the duration of the programme (18 months). Extension to the duration of studies will be subject to additional fees calculated pro-rata.
 - **For Non – EU Residents (residing in Malta):** is of seven thousand Euro (€7,000) for the duration of the programme (18 months). Extension to the duration of studies will be subject to additional fees calculated pro-rata.
 - 8.2. Payments shall be made in two (2) instalments of:
 - **For EU Residents:** three thousand Euro (€3,000) directly to MCAST Gateway to Industry Ltd., before the 1st semester and one thousand Euro (€1,000) after one year from the start of the programme.
 - **For Non – EU Residents (residing in Malta):** five thousand Euro (€5,000) directly to MCAST Gateway to Industry Ltd, before the 1st semester and two thousand Euro (€2,000) after one year from the start of the programme.

- 8.3. Refund of Tuition Fees is not applicable for this programme.
- 8.4. Students who fail a unit or a number of units after the resit may be considered by the Board of Studies to repeat the outstanding units, with attendance, with the following cohort. The student will be charged:
- €50 per ECTS for taught modules;
 - €75 per ECTS for the dissertation module.

F. Change in Circumstances

9. If due to health or personal reasons the student is unable to submit an assessment or to proceed with studies as planned, they may submit a request for leave of absence or extenuating circumstances as governed by the Providers' policies and procedures.
10. Students who are granted leave of absence are to notify the admissions department of their intent to resume their studies at least six (6) weeks prior to the expiration of the leave period.

G. Changes to the Programme

11. The Providers may engage in programme review processes from time-to-time to ensure that the programme is fit for purpose and/ or to simplify the overall structure and delivery. Therefore, the Providers cannot guarantee that the programme structure remains the same between cohorts.

H. Data Protection and Confidentiality

12. The student acknowledges that the Providers will process and retain personal data in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act (Cap 586 of the Laws of Malta). Further information can be accessed through the Data Protection Policy of the Providers.

I. Lodging an Appeal or a Grievance

13. If the student is concerned with any academic or non-academic decision, or feel an error has been made, they should strive to consult and reach agreement with the Providers or the lecturer concerned in line with the Providers' policies and procedures.
14. The Providers are committed to mediate and offer resolution on issues which may arise throughout the Student's learning experience. The Student's privacy and confidentiality will be respected at all stages of the process.

J. Intellectual Property

15. The Providers acknowledge that throughout the academic lifetime students may develop content such as activities, research, academic work, and/or any other created material. The IfE [Intellectual Property Rights Policy](#) sets out the Providers' position regarding the ownership of Intellectual Property (IP)

K. Termination of Studies

16. Students wishing to terminate their studies prematurely may opt to voluntarily withdraw/ resign from a programme in accordance with DOC 350 MCAST IfE Joint Programme Regulations, provided that this is not in conflict with any of the abovementioned articles.
17. If the Student does not withdraw/resign from the programme in accordance with DOC 350 MCAST IfE Joint Programme Regulations, they will be considered in default.
18. The Providers reserve the right to terminate/de-register a student following a breach of the terms outlined in this agreement, admission regulations or any other policy and/or procedure of the Providers.
19. Students withdrawing/resigning from a programme, cannot request a refund.
20. Students entitled to a qualification upon resignation from a course will be receiving the qualification by the following graduation ceremony.
21. Students who discontinue their studies cannot be re-enrolled within the same academic year. A re-application for a course/programme at the IfE or the MCAST must go through the admissions process.

In case of difficulties

We encourage students to seek assistance from the designated staff in case of difficulties. Regardless of the nature of difficulty, whether it being academic, personal or emotional, students are encouraged to contact the respective Course Coordinator (IfE), the Office of the Registrar (MCAST), the Manager Student Affairs (IfE) or the Institute of Community Services (MCAST).

Signature of IfE Representative
Date:

Signature of MCAST Representative
Date:

Signature of Student
Date: