



STUDENT PLACEMENT AGREEMENT

Note: This is a Sample Template. Kindly contact the MCAST Apprenticeship and Work Based Learning (AWBL) Department for a copy of your programme-specific agreement.

An Agreement entered into, today the *(Insert date)* _____

CONTRACTING PARTIES

On the one part:

BETWEEN Dr Romina Borg, Director Work-Based Learning, Identity Card Number 0476277M who is appearing hereon for and on behalf of The Malta College of Arts, Science and Technology (MCAST), duly authorized in terms of the MCAST Board of Governors Resolution number 49/2020, hereinafter referred to as the **MCAST**.

On the other part, *(Details of Employer to be inserted here)*

(Name and Surname) _____ Identity Card Number _____
residing at _____ who
is appearing hereon for and on behalf of _____ duly
authorized in terms of _____ hereinafter referred to as
the **SPONSOR**.

On the other part, *(Details of Student to be inserted here)*

(Name and Surname) _____ an MCAST student and bearer
of Identity Card Number _____ residing at _____
_____ hereinafter referred to as the **STUDENT**.

Collectively referred to as the '**PARTIES**'.

PREAMBLE

WHEREAS the MCAST is an Education Institution which qualifies as a VET Provider in terms of the Work-Based Learning and Apprenticeship Act (Chapter 576 of the Laws of Malta).

WHEREAS the STUDENT is a student following a course entitled _____
_____ within the Institute
_____ at the MCAST which course includes
a work-based learning component of _____ hours.

WHEREAS the SPONSOR is an individual / organization approved by the MCAST to deliver the work-based learning component of the above-mentioned course in the form of a PLACEMENT which PLACEMENT shall consist of the skills / technical occupation as specified in the course outline attached (Annex 1).

WHEREAS the SPONSOR has agreed to engage and remunerate the STUDENT, who accepts with the approval of the MCAST.

WHEREAS the PARTIES wish to regulate their relationship.

NOW THEREFORE the PARTIES hereto agree as follows:

INTERPRETATION

Unless a clear contrary intention appears:

- i. The defined terms herein shall apply both to the singular and the plural forms of such terms;
- ii. Any pronoun shall include the corresponding masculine, feminine and neutral forms;
- iii. The headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this policy
- iv. In the absence of clearly defined terms, the definition provided by the Work-Based Learning & Apprenticeship Act (Chapter 576 of the Laws of Malta) shall apply.

THE AGREEMENT

Section 1: Term of Agreement

1.1 This Agreement is effective from the _____ up to _____ and will not be renewed for further periods.

1.2 Since for the purpose of SL 452.81 entitled *Contracts for Services for a Fixed Term Regulations* there is an objective reason why an incumbent in this position should not attain indefinite status if employed in excess of the legal limit stipulate in these Regulations by virtue of the fact that the position being offered to the STUDENT is an Placement and forms part of study programme the STUDENT is enrolled

with at the MCAST and hence the service rendered by the STUDENT to the SPONSOR will remain on a definite basis.

2 Training

2.1 The SPONSOR undertakes to coach, train and mentor the STUDENT as per course requirements.

2.2 The PARTIES agree that the Placement programme shall comply with the Training Plan established. Further information including the course outline and learning outcomes is accessible from <https://www.mcast.edu.mt/full-time-programmes/>.

2.3 For the fulfilment of the obligation outlined in article 2.1, the SPONSOR appoints _____ as the Lead Trainer who shall have the responsibility of coaching, training and mentoring the STUDENT throughout the term of this agreement.

Provided that, in the event that the Lead Trainer can no longer fulfil his / her obligations vis-à-vis the STUDENT due to termination of employment or otherwise, the SPONSOR shall within five (5) working days appoint a new Lead Trainer and inform both the MCAST and the STUDENT accordingly.

2.4 The coaching, training and mentoring of the STUDENT shall take place within the premises of the SPONSOR or any other location which is deemed necessary by the SPONSOR, after any premises have been inspected and approved by the MCAST.

Provided that, activities taking place outside the premises shall be limited to _____

(Insert other address if different from address of sponsor indicated in page 1)

2.5 It is the responsibility of the STUDENT (i) to furnish the Lead Trainer with all the necessary information pertaining to the Placement, upon request, which includes information related to assignments and reports (ii) to furnish the sponsor representative any other information / condition / treatment which may be relevant to his work performance and next of kin details.

2.6 The STUDENT agrees to follow instructions as given by the SPONSOR and to conscientiously fulfil the tasks assigned to the STUDENT and shall follow the training provided in order to achieve the knowledge, skills and competences as outlined in the Training Plan.

2.7 The STUDENT shall fulfil the requirements listed in the Training Logbook / Portfolio / AWBL module, while working in collaboration with the MCAST officials.

2.8 The SPONSOR shall actively collaborate with the MCAST as a means of ensuring high quality on-the-job training and shall allow access for monitoring purposes by the MCAST official representatives and other officials who are authorised by the MCAST.

Provided that, access shall be allowed by appointment which appointment shall be granted to the MCAST official by the SPONSOR by not later than five (5) working days from when the request is made.

3 Observation Period & Probation

3.1 The PARTIES agree that the first _____ hours shall consist of an Observation Period during which no remuneration shall be due to the STUDENT.

3.2 The PARTIES agree that the first _____ of the PLACEMENT shall consist of a Probationary Period during which all the rules and regulations governing the Probation Period shall apply.

Provided that, for the avoidance of doubt, the Observation Period shall form an integral part of the Probation Period.

4 Remuneration

4.1 The SPONSOR shall compensate the STUDENT at the rate of € _____ per hour.

4.2 Should the STUDENT exceed the stipulated hours in this contract, then the overtime rate of € _____ per hour shall apply. Overtime shall be regulated in terms of the Employment and Industrial Relations Act (Chapter 452 of the Laws of Malta). Overtime rates are those applicable to full-time employees (1:1.5 or 1:2) and not less than the National Statutory minimum wage rate per hour.

4.3 The STUDENT shall be entitled to the pro-rata Government Bonus.

4.4 The SPONSOR shall be responsible to register the STUDENT with JOBSPLUS as PART-TIME CASUAL - DEFINITE CONTRACT for the payment of National Insurance for the purposes of Social Security.

4.5 In addition to the payment as stipulated in article 4.1, the STUDENT is also entitled (subject to eligibility criteria) to payment of Students' Maintenance Grant as per Education Act CAP. 605. Maintenance Grants are revised by a pro-rata yearly COLA or part thereof. Established rate for 2021 is €91.75 / four (4) weeks for courses of studies classified as general and €160.55 / four (4) weeks for courses of studies classified as prescribed, payable during academic year. No top-up stipend / Summer Special Stipend is due.

5 Time-off and Leave

5.1 The SPONSOR shall allocate to the STUDENT time-off for the purpose of school-based learning, which shall include days when the STUDENT has to attend any form of assessment at the MCAST. The MCAST shall endeavour to as far as possible not schedule assessment on days when the STUDENT is due to attend at the place of work.

5.2 The STUDENT shall be entitled to paid leave on a pro-rata basis, which leave shall include but is not limited to: normal vacation leave and sick leave. In this regard, the laws and regulations in relation to leave and particularly the provisions of the Employment and Industrial Relations Act (Chapter 452 of the Laws of Malta), shall apply.

Provided that the SPONSOR shall not deduct any leave on any day during which the learner shall be required to attend school-based learning as part of the training programme.

6 STUDENT's conduct at the Place of Work

6.1 The STUDENT shall demonstrate honesty, punctuality, courtesy, a cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.

6.2 The STUDENT shall obey the policies, rules and regulations of the SPONSOR, which shall include but are not limited to collective agreements, plant agreements or service agreement applicable to the training relationship. which shall be made available to the STUDENT, and comply with the SPONSOR's business practices and procedures.

7 Confidentiality

- 7.1 The PARTIES acknowledge that it is inevitable that during the course of this agreement, the STUDENT shall come into possession of certain confidential information, which information may include personal data and commercially sensitive data.
- 7.2 The STUDENT shall not during or after the term of this agreement make use of such information or data for the STUDENT's own benefit or the benefit of others.
- 7.3 The STUDENT shall not at any instance divulge or disclose the said information or data to others, unless specifically authorized to do so in writing by the SPONSOR, which authorization shall be made available to the MCAST.
- 7.4 The above-mentioned information includes, but is not limited to:
- (a) Data of Employees / Students / Customers / other third parties
 - (b) Patents, formulas or new technologies
 - (c) Data entrusted to the SPONSOR by third parties
 - (d) Business / Commercial strategies
 - (e) Documents and processes explicitly marked as confidential
- 7.5 The SPONSOR reserves the right to instruct the STUDENT to irretrievably destroy any or all Confidential Information in the latter's possession, and the STUDENT is bound to carry out such instructions immediately.

8 Data Protection

- 8.1 In entering into this agreement, the STUDENT acknowledges that the MCAST and the SPONSOR will process the STUDENT's personal data at any time in accordance with the relevant Data Protection Laws.
- 8.2 On the MCAST's or the SPONSOR's request, the STUDENT shall provide any of the data as requested and the same shall communicate to the MCAST and to the SPONSOR any changes in the data requested without undue delay.

8.3 On the other hand, the MCAST and the SPONSOR bind themselves to collect, process and store such personal data pertaining to the STUDENT in accordance with the provisions of the General Data Protection Regulation (GDPR), with utmost importance being given to the protection, security and privacy of the STUDENT's personal data.

8.4 The SPONSOR shall retain such data for the duration of the professional relationship between the Parties.

8.5 In line with the provisions of the GDPR, the STUDENT benefits from numerous rights concerning the handling and processing of his / her personal data by the MCAST and the SPONSOR. In case of any queries or questions regarding his / her personal data, the STUDENT can contact the MCAST's and / or the SPONSOR's Data Protection Officer.

9 Occupational Health & Safety

9.1 The STUDENT shall apply all Occupational Health and Safety measures in line with any activity that the SPONSOR is operating in and in line with current legislation, technical requirements and any management instructions.

9.2 The STUDENT shall report any health and safety mishap including near miss events to both the SPONSOR and MCAST.

9.3 It is the STUDENT's responsibility to ensure that he / she abides by Health & Safety policies and procedures of the SPONSOR.

9.4 It is the STUDENT's responsibility to ensure that he / she familiarises himself/herself, with all safety measures within the working environment.

9.5 The STUDENT shall report immediately to his / her Lead Trainer any actual or potential occupational hazard.

10 Breach of this agreement

- 10.1 The SPONSOR shall inform the MCAST without delay of any shortcomings on the part of the STUDENT so that the necessary action may be taken, which action may include but is not limited to disciplinary proceedings and termination of this agreement.
- 10.2 The STUDENT shall inform the MCAST without delay of any shortcomings on the part of the SPONSOR so that the necessary action may be taken, which action may include but is not limited to the termination of this agreement.
- 10.3 Without prejudice to the procedure outlined in clause 13 of this agreement, should the MCAST receive any information about breach of conduct at the place of work, it shall endeavour to resolve the shortcoming without delay, following which the STUDENT or the SPONSOR (as the case may be) will be informed in writing of the alleged breach and be allowed a period of fifteen (15) days from the date of service of notification in writing to remedy the situation.

11 Termination

- 11.1 Upon the lapse of the Probation Period, neither the SPONSOR nor the STUDENT may terminate the Placement and this agreement, without the written consent of the MCAST who shall grant the said consent at its sole discretion when it appears that there is just cause for any of the said parties to terminate the Placement and this agreement. Following formal consent being granted by the MCAST, the STUDENT and the SPONSOR shall fill in the Termination form as prescribed by the MCAST.
- 11.2 The MCAST may terminate this Agreement if it is of the opinion that this is necessary after reviewing the progress of the STUDENT. Reasons for terminating the Agreement include but are not limited to:
- (a) Ensuring that the STUDENT receives the adequate training
 - (b) Where the STUDENT is failing to comply with the terms and conditions of this Agreement
 - (c) Where the STUDENT is diagnosed with a health issue which is affected by the place of Work.

In this case, the MCAST may engage its own medical professional to carry out the required medical examination

Provided that, the MCAST shall inform all PARTIES of its decision within five (5) working days.

11.3 This Agreement shall be terminated with immediate effect if the STUDENT formally resigns or is officially de-registered from the programme of studies. The MCAST shall inform the SPONSOR of the said resignation within three (3) working days of receipt of resignation.

12 Force Majeure

12.1 The PARTIES agree that in the case of force majeure, this agreement may, following agreement between the MCAST and the SPONSOR, be suspended or terminated. The STUDENT shall be informed in writing (even if by electronic mail) of the decision.

12.2 Should this agreement be suspended, the STUDENT shall not attend the place of work until the STUDENT is advised to do so by the MCAST and the SPONSOR. For the avoidance of doubt, during the period of suspension no remuneration shall be due to the STUDENT by the SPONSOR.

12.3 Should this agreement be terminated, the SPONSOR shall ensure that the STUDENT is remunerated in full for all the hours recorded at the place of work.

12.4 Force majeure includes but is not limited to: natural disasters, pandemics, energy blackouts, unexpected legislation, lockouts and industrial action.

13 Dispute Resolution

13.1 Where during the period of the Placement any dispute arises between the any of the Parties, the provisions of Article 25 of the Work-Based Learning and Apprenticeship Act (Chapter 576 of the Laws of Malta) shall apply.

13.2 This Agreement shall be governed by and construed in accordance with the laws of Malta.

14 Communication Among the Parties

14.1 Any communication required or authorized by this Agreement, from either Party to the other, should

be delivered in written form, signed by the respective party legal representative, at the address and / or email address below, personally or mailed.

The Malta College for Arts, Science & Technology

AWBL Department

Reno C Borg Building

Triq Kordin

Paola, PLA 9032

Malta

Email: industrypartner@mcast.edu.mt

- 14.2 Whenever any Party changes its mailing addresses, the new address should be informed to the other Party immediately.

15 General Provisions

- 15.1 Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the Parties hereto.
- 15.2 In the case any of the sections, clauses, term or parts in this Agreement are declared illegal, effect less or unenforceable, all other sections, clauses, terms and / or parts shall remain unaffected and remain enforceable.
- 15.3 The lack of enforcing of any rights or faculties this Agreement grants the Parties does not imply renounce to it, remaining all sections of this Agreement enforceable until the Agreement reaches an end.
- 15.4 Every and each change or amendment made to this Agreement must be formalised in an Addendum, signed by all three Parties.



15.5 The Parties sign one (1) original agreement which agreement is to be deposited at the MCAST Apprenticeship and Work-Based Learning Department. An authenticated copy shall be issued upon request. Each party shall be bound on their own and on behalf of their successors in title / assignees as applicable. Upon signing of the agreement the SPONSOR is to register the STUDENT with JOBSPLUS.

The Parties have indicated their acceptance of this Agreement by executing it below.

Student

Sponsor

For and on behalf of MCAST
VET Provider

ANNEX 1

SAMPLE TEMPLATE