

Important note: This is a sample template.

In case of any conflict of interpretation between the clauses of this agreement and the MCAST's Policies, procedures and/or regulations available on the MCAST's website, the text and interpretation of the MCAST's Regulations available on the website will be final and binding.

Student Agreement

The agreement has been entered into between:

The [Malta College of Arts Science and Technology (MCAST)] represented by [name & Surname], [designation], herein referred to as the 'MCAST';

and

The student, details of whom are as per the individual *Acceptance Offer*.

A. Introduction

1. The purpose of this agreement is to :
 - a) Define the conditions of acceptance to undertake studies at the MCAST;
 - b) Govern the relationship between the MCAST and the student

By accepting an offer to study at the MCAST, by completing the process of registration and enrolment and by signing this agreement, both parties are agreeing to abide by the terms of this agreement.

The Terms of this agreement will become effective following settlement of applicable fees and eventual registration for the educational programme.

B. The Educational Programme

1. The information for the respective Educational programme can be found in the programme information link within the *Acceptance Offer*.¹

C. What constitutes this Contract?

2. The following are considered to form part of this agreement:
 - 2.1. Policies and Procedures of the Malta College of Arts, Science and Technology (MCAST);
 - 2.2. Handbooks issued by the MCAST;
 - 2.3. Laws and Regulations governing the studies conducted at MCAST; and

¹ Information such as: Name of the educational programme, Awarding Body, EQF/MQF Level, Number of credits, Duration, Tentative Commencement date, Estimated Termination date, Hours of Total Learning, Mode of Delivery, Mode of Attendance, Language of Instruction, Addresses where the programme will be delivered, Entry Requirements for the educational programme, Structure of the programme, The intended learning outcomes, The teaching, learning and assessment procedures, Qualifications leading to a regulated profession, and the grading system, The educational fees: As invoiced to / paid by the student.

- 2.4. Other bilateral agreements entered into with the MCAST.

D. 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 closing-off record (de-registration) initiated by the MCAST, 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.

E. Responsibilities and Obligations

5. Duties of the MCAST

The MCAST is 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 MCAST is 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 MCAST;
- 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 Strategy for Social Inclusion in Education;
- 5.5. The awards and qualifications, including externally accredited programmes offered by the MCAST are in line with the Malta Qualifications Framework or other approved external accreditation bodies;
- 5.6. MCAST is to notify students should the minimum number of students not be reached prior to the commencement of the course;
- 5.7. the merited official certificate of the qualification shall be issued together with the EUROPASS Diploma Supplement or similar, to students upon the successful completion, exit or termination of the programme;
- 5.8. The premises used by the MCAST are suitably equipped for learning;
- 5.9. personal data shall be processed in conformity with the General Data Protection Regulations (GDPR) and the MCAST's Data Protection Policy;
- 5.10. The health and wellbeing of all students shall be safeguarded. MCAST shall be constantly maintaining at the forefront the academic needs and development of its students by fostering teaching and learning practices that support a work-life-study balance;



- 5.11. Students' rights, including the right to obtain assessment results upon the student having completed all the necessary assessment requirements of the programme or parts thereof;
- 5.12. MCAST shall mediate on issues which may arise throughout the learning experience; and
- 5.13. MCAST shall conduct regular verification checks to ensure consistency in all its processes.

6. Duties of the Student

As members of the MCAST's community, students are agreeing to:

- 6.1. Disclose to MCAST full and accurate academic and personal information as required for applications for admission, registration and enrolment purposes.
- 6.2. Inform MCAST of any changes to their academic or personal information that was provided at admission, registration and enrolment stage as soon as is reasonably practicable.
- 6.3. Read and comply with the conditions set out in this contract and any other document constituting part of this agreement;
- 6.4. Actively participate in the learning activities organised in partial fulfilment of the aforementioned programme (Clause B refers);
- 6.5. Embark on the learning journey with academic integrity and without the intent to conduct any form of academic dishonesty;
- 6.6. Take responsibility to respect deadlines and commitments that the programme requires;
- 6.7. Pay any applicable tuition fees as published and other Administrative Charges as applicable;
- 6.8. Commit to the appropriate and legal use of the technologies and facilities made available by MCAST;
- 6.9. 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.
- 6.10. Abide by any statutes, regulations, rules and policies which are in place at MCAST and which apply to students

F. Payment Terms, Tuition Fees, Administrative Charges and Refund Policy

- 7. The processing of tuition fees forms an integral part of the admissions process. These include the cost of instruction and exclude Administrative Charges. Students are encouraged to ensure that the settlement of fees is done in a timely manner.
- 8. The applicable fee is as listed on the respective Prospectus, Online Portal, and/or Student offer.
 - 8.1. Where applicable, Payment Terms are published on the respective Prospectus, Online Portal, and/or Student offer.



- 8.2. Refunds, Cancellations and/or transfer of fees must follow the Terms & Conditions published on the respective Prospectus, and/or Student offer.
 - 8.3. Students who fail a unit or a number units after re-sits may be considered by the Board of Studies to repeat outstanding units, with attendance, with the following cohort. Additional charges for taught modules and/or dissertation will be those applicable as at the date of communication of the decision from the Board of Studies.
 - 8.4. Students sponsored by their employer to attend part-time courses should ensure that their name is included in the list of sponsored candidates with their employer.
9. Refunds and Cancellations of fees must follow the Terms & Conditions published on the:
- MG2i Part Time Prospectus – in the case of students on part time courses;
 - Student offer
 - o – in the case of International Students (Bespoke courses)
 - o in the case of International Students (Full time courses)

G. Institution's Default Clauses

1. The institution is deemed to be in default if any one of the following scenarios under this section comes to materialisation and thus, the institution is obliged only to refund the student the tuition fees which have been paid: -
 - (i) For International Students: The educational programme does not start if the minimum number of students required has not been reached. In this case, Students will be given the option to change the programme or receive a refund;
 - (ii) For Part-Time Programmes, the Institution shall be in default if found to be in breach of the terms and conditions as published on the Part-Time prospectus
 - (iii) The educational programme ceases to be provided at any time after it starts but before it is completed;
 - (iv) The educational programme is not provided in full to the student due to a condition or restriction imposed on the educational institution by the Authority in accordance with the regulations in S.L607.03 or due to the revocation, by the Authority, of the applicable license or accreditation in accordance to S.L.607.03.
2. Provided that where the intending student or the student has withdrawn from the programme before the day on which such circumstances arise, the educational institution shall not be deemed to be so in default
 - (i) The educational institution fails to issue all examination and other assessment results to the student upon the student having completed all the necessary assessment requirements of the programme or parts thereof.

H. Student's Default Clauses



3. In the case of Students on Part time Programmes, these must follow the Terms & Conditions published on the MG2i Part Time Prospectus.
4. In the case of International Students:
5. The student is in default and hence not eligible for a refund of tuition fees and any other expenses, such as travel and accommodation expenses, incurred for the purpose of studying in Malta: -
 - (i) When the student withdraws from the programme after they have applied for a student visa.
 - (ii) Where the student fails to pay an amount they were directly or indirectly liable to pay the educational institution in order to undertake the programme.
 - (iii) Where the student is in possession of a student visa.
 - (iv) Where the student breaches a condition on the student visa.

When the student is in breach of the Programme Regulations (available at: <https://mcast.edu.mt/college-documents/>)

I. Change in Circumstances

6. If due to extenuating circumstances the student is unable to proceed with studies as planned, they may submit a request for interruption of studies as governed by the Programme Regulations (available at: <https://mcast.edu.mt/college-documents/>).

J. Changes to the Programme

7. MCAST 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 MCAST cannot guarantee that the programme structure remains the same between different academic years/cohorts.

K. Data Protection and Confidentiality

8. The student acknowledges that the MCAST 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 MCAST.

Reference Document: MOP_ADM_001_14_ Data Protection Policy and Procedure

L. Data Sharing Clause

9. In accordance with article 5 of the Further and Higher Education Act (CAP 607 Laws of Malta) and without prejudice to the data protection provisions established by virtue of Regulation (EU) 2016/679 (the General Data Protection Regulation (GDPR)), MCAST shall grant access to the Malta Further and Higher Education Authority (MFHEA) to the information collected through this student agreement. The data shall be transmitted to the Authority within a reasonable time from when it was requested and shall be used by the Authority in pursuance of its functions.
10. MCAST shall process and share all data in accordance with data protection legislation. Every data processing activity must have a legal justification, as specified by relevant legislation.

M. Lodging an Appeal or a Grievance

11. 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 MCAST or the lecturer concerned in line with the MCAST's policies and procedures.
12. MCAST is 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.

Reference Document: MOP_ADM_001_015 Student or Staff Grievances Procedure

13. This agreement is governed by Maltese Law and does not preclude the parties from seeking other legal remedies provided under the Laws of Malta.

N. Intellectual Property

14. The MCAST acknowledges that throughout the academic lifetime students may develop content such as activities, research, academic work, and/or any other created material.
15. For the purposes of this Agreement, "Intellectual Property Rights" shall mean all copyrights (including rights in computer software), moral rights, patents and patent applications, rights in inventions (whether patentable or not), utility models, trade marks (whether registered or unregistered and including any goodwill in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, graphic and design rights (whether registered or unregistered), database rights, proprietary information rights, rights in know-how, rights in confidential information, all data and documentation and all other intellectual property rights, whether registered or unregistered and including applications for any of the same and all other similar or equivalent proprietary rights and intellectual property rights as may exist anywhere in the world.
16. The Student shall only make use of the intellectual property owned by MCAST within the scope of this Agreement only and during the duration of this Agreement. Each Party retains sole title and ownership of all its Intellectual Property and both Parties will forfeit all intellectual property rights granted by the other party, whereby such rights are limited for the execution of this agreement exclusively, after expiration of the Agreement.
17. Copyright and any and all Intellectual Property Rights and other rights existing now or in the future in all works of authorship and materials (including but not limited to content writing works, documentation, reports, studies, data, specifications, pre-contractual and contractual documents) developed, written or produced by the Student (whether individually, collectively or jointly with MCAST or others and on whatever media) during the course of or incidental to this agreement including any improvements, alterations or additions to the existing information and know-how which may evolve or which the Student may develop and which relate either wholly or partly in regards to this agreement will vest solely in MCAST absolutely upon their creation. The Student assigns with full title guarantee of all Intellectual Property Rights, including copyright and future copyright, to MCAST as applicable. The Student may not retain copies of such documents, data and intellectual property and shall not use them for purposes unrelated to this agreement without the prior written consent of MCAST.

18. The Student hereby irrevocably and unconditionally waives all relevant rights granted by the Patent and Designs Act (Chapter 417 of the Laws of Malta) (as may be amended) that may vest in the intellectual property in connection with their authorship of any copyright works in the course of this agreement, wherever in the world enforceable, including (without limitation) moral rights and the right to be identified as the author of any such works and the right not to have such works altered.

O. Termination of Studies

19. Students wishing to terminate their studies prematurely may opt to voluntarily withdraw/ resign from a programme in accordance with the programme regulations provided that this is not in conflict with any of the above-mentioned articles.
20. If the Student does not withdraw/resign from the programme in accordance with the programme regulations, they will be considered in default.
21. MCAST reserves 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 MCAST.
22. Students withdrawing/resigning from a programme, cannot request a refund of any tuition and/or administrative fees (if applicable).
23. In cases where students are entitled to Student Maintenance Funds: when a Student interrupts or withdraws from a programme, the stipend is stopped with immediate effect. A student may be requested to refund any money to which they were not entitled to because of their interruption/withdrawal.
24. Students entitled to a qualification upon resignation from a course will be receiving the qualification by the following graduation ceremony.
25. Students who discontinue their studies and wish to re-enrol for a course/programme at MCAST are to re-apply and follow the entire admissions process.

P. In case of difficulties

26. 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 Institute Director/ Deputy Director, the Office of the Registrar or the Wellbeing Hub to obtain the necessary guidance and support.