

STUDENT PLACEMENT TRAINING AGREEMENT

NON-REMUNERATED WORK PLACEMENT



MCAST

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

CONTRACTING PARTIES

On the one part:

Dr Romina Borg, Director Work-Based Learning, Identity Card Number _____, 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 _____ who is appearing hereon for and on behalf of _____ duly authorized in terms of / in the capacity as _____ with registered address _____ 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 _____, MCAST Student Number: _____ residing at _____
holder of Mobile Number _____ 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 **CA4-W02-23 Advanced Diploma in Digital Design** within the **Institute for the Creative Arts** at the MCAST which course includes a work-based learning component of 100 **working** hours (excluding public / national holidays, vacation, sick or other special leave).

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 as per attached (Annex 1).

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WHEREAS the SPONSOR has agreed to engage the STUDENT without remuneration, 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

1 Term of Agreement

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

1.2 The STUDENT shall during the term of this Agreement attend at the SPONSOR's place of work during the designated period as instructed by the Institute.

1.3 For the avoidance of doubt, the parties agree that this PLACEMENT contract does not impose any obligation on the SPONSOR to offer employment to the STUDENT upon the successful completion of the PLACEMENT.

1.4 The provisions of Subsidiary Legislation 452.92 – Young Persons (Employment) Regulations, shall mutatis mutandis apply to this training agreement, in cases where the student is below eighteen (18) years of age.

1.5 Furthermore, it shall be the duty of the SPONSOR to ensure compliance with the Protection of Minors Application (POMA) requirements under Maltese law, by guaranteeing that all employees who will have contact with or supervise the STUDENT have undergone the necessary POMA screening prior to the commencement of the PLACEMENT.

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1.6 Full-time students who are non-EU nationals need to apply for an employment licence issued from Jobsplus.

This licence is required for the student to be able to work during the PLACEMENT and student should not start attending the place of work without obtaining this licence. The SPONSOR must submit the necessary forms immediately after acceptance of student.

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 Programme Plan established by the VET provider. 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 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 Sponsor.

Provided that, the provisions of Article 14.3 of the Work-Based Learning and Apprenticeship Act (Chapter 576 of the Laws of Malta) shall apply mutatis mutandis to this training agreement.

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 / medical condition / treatment which may be relevant to his work performance and next of kin details.

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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 Programme 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. The SPONSOR shall provide feedback as requested 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 three(3) working days from when the request is made.

3 Observation Period & Probation

3.1 The PARTIES agree that one third (1/3) of the total number of hours for this contract, as specified in page one (1), shall be considered as the Probationary Period. Should either party terminate the PLACEMENT before completion of one third (1/3) the hours specified, the MCAST shall be informed in writing within three (3) working days.

3.2 The PARTIES agree that during the probationary period, all the rules and regulations contained in the Employment and Industrial Relations Act (Chapter 452 of the Laws of Malta) governing the probation period shall apply.

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

4 Remuneration

4.1 The STUDENT shall not, during the period of the Placement, be entitled to any remuneration from the SPONSOR.

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4.2 The STUDENT may be entitled (subject to eligibility criteria as per law) to payment of Students' Maintenance Grants as per Education Act CAP. 605.06 Maintenance Grants are revised by a pro-rata yearly COLA or part thereof. Established rate for 2025 is €115.88 / four (4) weeks for courses of studies classified as general and €196.06 / four (4) weeks for courses of studies classified as prescribed, payable during academic year subject to attendance for lectures. No top-up stipend is due.

4.3 The SPONSOR shall be responsible to register the STUDENT with JOBSPLUS as **PART-TIME CASUAL – DEFINITE CONTRACT**.

4.4 Termination with Jobsplus must be immediately registered upon completion of the hours as approved by the SPONSOR / completion of the termination form as per clause 12.3. The student and / or the MCAST may request a copy of the online termination form.

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.

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.

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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 and the subsequent three (3) years.

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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 It shall be the duty of the SPONSOR, in accordance with Article 12 of the Health and Safety at Work Act (Cap. 646 of the Laws of Malta), to ensure that the workplace and all related activities are, as far as is reasonably practicable, safe and without risks to health. The Employer shall undertake and keep updated a risk assessment of the work environment and tasks assigned to the student, and shall implement the necessary preventive and protective measures accordingly. The Employer shall also ensure that the student receives adequate information, instruction, and supervision regarding health and safety matters. Refer to: <https://mcast.edu.mt/wp-content/uploads/HEALTH-AND-SAFETY-OBLIGATIONS-FOR-INDUSTRY-PARTNERS.pdf>

9.2 MCAST reserves the right to assign its Health and Safety Officer or any duly authorised representative to conduct visits or inspections at the SPONSOR's premises to verify compliance with health and safety requirements. Should any non-compliance, unsafe condition, or risk to the student apprentice be identified, MCAST reserves the right to report such findings to the competent authorities and to take any necessary action in the interest of the student apprentice's safety and well-being.

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

9.4 It is the STUDENT's responsibility to ensure that he / she abides by Health & Safety policies and any other policies and procedures in place, of the SPONSOR.

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

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

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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 and also the blacklisting of the SPONSOR.
- 10.3 Without prejudice to the procedure outlined in clause 14 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. A one (1) week notice / five (5) working days is applicable.
- 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.

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- 11.3 This Agreement shall be terminated ipso facto and with immediate effect if the STUDENT
- (a) Completes the full number of hours of the PLACEMENT
 - (b) Formally resigns or is officially de-registered / is granted a suspension from the programme of studies.
The MCAST shall inform the SPONSOR of the said resignation within three (3) working days of receipt of resignation.
 - (c) The MCAST consent to the prior termination of the training agreement.
- 11.4 Without prejudice to any of the provisions of this article, the provisions of the Employment and Industrial Relations Act (Chapter 452 of the Laws of Malta) shall apply. Provided that, should this SPONSOR have to dismiss the STUDENT on grounds of redundancy, the SPONSOR shall make considerable endeavours to assist the STUDENT in finding an alternative sponsor.

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.
- 12.3 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 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.

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14 Communication Amongst 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 enforcement of any rights or faculties emanating from this Agreement do not imply renunciation thereof and all sections of this Agreement remain enforceable until end date.
- 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 shall 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 sponsor is to register the STUDENT with **JOBSPPLUS** as **PART-TIME CASUAL - DEFINITE CONTRACT**.

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15.6 Both parties are required to provide an original, wet-ink signed copy of this Training Agreement. Digitally signed or scanned copies will not be accepted.

15.7 Sponsors of placements are required to comply with the standards, responsibilities, and procedures outlined in the MCAST Online Guidebook for Sponsors of Placements and Internships, available at https://mcast.edu.mt/wp-content/uploads/The-MCAST-Practical-Handbook-for-Sponsors-of-Internships-and-Placements_Aug25.pdf. This Guidebook forms an integral part of this Agreement and provides detailed information regarding the roles, obligations, and best practices expected of sponsors. It is the responsibility of each sponsor to familiarise themselves with and adhere to the guidance provided therein.

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

Student

Sponsor

Institute Verification

I confirm that this agreement has been vetted, and the SPONSOR's Risk Assessment has been reviewed and found in order.

Signature of Institute Representative & Stamp

For and on behalf of the MCAST VET Provider

Signature & Stamp

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ANNEX 1

Course Description

The course introduces common fundamental principles, skills and software related to contemporary fields of design. Minor streams in game art, graphic design and interactive media will allow learners to specialise in their field of interest and master the required skills in preparation for more independent study at undergraduate level. Exploratory exercises, real life work and the possibility of competitions all form part of the process for an effective learning experience. Taught by experienced visual and technical designers from interdependent fields, this course of study prepares learners to communicate ideas and solve problems through creative and interactive solutions.

Programme Learning Outcomes

At the end of the programme the learner will be able to:

1. Understand the relationship between contemporary practices, historical, cultural, environmental and social influences.
2. Develop creative skills through experimentation and exploration of different media in visual arts.
3. Develop technical skills using hands-on techniques and creative design software.
4. Demonstrate artistic and technical abilities using applicable techniques.