

INSTITUTE FOR PASTORAL MINISTRY

STUDENT AGREEMENT

- 1. By accepting an offer to study at the *Institute for Pastoral Ministry* (License Number: 2019-006), hereinafter referred as 'the education institution', and by completing the process of registration and enrolment, the institution and the student are agreeing to abide by the terms of this agreement.
- 2. The terms of this agreement will become effective upon registration and payment to the institution of the fees for the educational programme quoted in Clause 3.

3. The educational programme

- i. Name of the educational programme: VET Award in Safeguarding of Minors and Vulnerable persons (SM)
- ii. Awarding Body: Institute for Pastoral Ministry
- iii. EQF/MQF Level: 4
- iv. Number of Credits: 4
- v. Duration: 16 weeks
- vi. Commencement Date: 19th July 2024
- vii. Termination Date: 1st October 2024
- viii. Hours of Total Learning: 75
- ix. Mode of Delivery: Traditional / Face-to-Face Learning
- x. Mode of Attendance: In Person / Class lecture
- xi. Language of Instruction: Maltese
- xii. Addresses where the programme will be delivered: Family Institute John Paul II, Victoria, Gozo
- xiii. Addresses where the placement/clinical training will take place: N/a
- xiv. Entry Requirements for the educational programme: School Leaving Certificate
- xv. Structure of the Programme: Lectures / Power Point Presentations / Group Discussions
- xvi. The intended learning outcomes: The course aims to provide participants with general knowledge in protection of vulnerable people. An interdisciplinary approach, considering psychological, theological, legislative disciplines, will facilitate the participants to understand the problem of maltreatment of children and vulnerable persons. Special attention will be given to sexual abuse from different perspectives and empower partecipants to protect children and vulnerable person.
- xvii. The teaching, learning and assessment procedures: the general method of teaching will follow the seminar format. Candidates will be offered further readings to enhance their knowledge about the topic. Active participation in class discussions and role plays will be included. The assessment will be in the form of a written assignment and case portfolio.
- xviii. The grading system: Formative and Summative Grading
- xix. The educational fees: €80

4. Cancellation and Refund Procedures

A student may exercise the right to be refunded the tuition fees when:

- i. The Institute is unable to provide the course for which the student has applied.
- ii. The Institute receives written notification from the student of withdrawal from a course by not later than the second session of the course. Students are to send a written letter or an email to the

administrative secretary of the Institute. The tuition fee will be refunded in full less an administrative charge of 20%.

iii. Due to health or other reasons communicated in writing to the Institute and that the Board deems appropriate, the student cannot continue to participate in the course. An administrative charge of 20% may be retained.

Refunds approved in accordance with these procedures will be paid within 30 days of receiving a written claim from the student.

This agreement does not preclude the student from taking further action under the Consumer Affairs Act (Cap378 Laws of Malta).

5. Duties of the Educational Institution

The Institution shall:

- i. Provide to the student the teaching, assessment and other educational services for which the student is enrolled and the educational institution shall take all the steps which are reasonably in its power to provide these educational services in accordance with the terms of this agreement.
- ii. Guarantee the students' rights, including the right to obtain assessment results upon completion of all the necessary assessment requirements of the programme or parts thereof.
- iii. Advice the intending overseas students of their duty to furnish the educational institution with any change in their contact details, which include their residential address and telephone number in Malta as well as a contact address overseas, following the completion of their studies.

6. Duties of the Student

The student shall:

- i. Disclose to the educational institution full and accurate academic and personal information as required for applications for admission, registration, and enrolment purposes.
- ii. Inform the educational institution if there is any change to the academic or personal information that was provided at admission, registration or enrolment stage as soon as is reasonably practicable.
- iii. Fulfill all the academic requirements of the educational programme; including participating in lectures/tutorials or other guided-learning activities, submitting coursework/assignments on time, participate in course-related activities and adequately prepare and sit for examinations/assessments.
- iv. Abide by any statutes, regulations, rules and policies which are in place in the educational institution, and which apply to students.
- v. Overseas students shall furnish the educational institution with any change in their contact details, which include their residential address and telephone number in Malta as well as a contact address overseas, following the completion of their studies.

7. Institution's Default Clauses

The institution is in default and hence obliged to refund the student with the tuition fees which have been paid and any other expenses, such as travel and accommodation expenses, incurred for the purpose of studying in Malta, when:

- i. The educational programme does not start on the agreed starting day.
- ii. The educational programme ceases to be provided at any time after it starts but before it is completed.
- iii. 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.L.607.03 or due to the revocation, by the Authority, of the applicable license or accreditation in accordance to S.L.607.03.

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.

iv. 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.

8. Student's Default Clauses

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 either before or after the agreed starting day.
- ii. Where the student not having previously withdrawn from the programme, fails to start the programme on the agreed starting day.
- iii. Where the students fail to pay an amount they were directly or indirectly liable to pay the educational institution in order to undertake the programme.
- iv. Where the student breaches a condition on the student visa.

9. Dispute Resolution Clause

The educational institution and the student shall attempt to resolve any dispute by following this procedure:

- i. The student requests a meeting in writing within two weeks of the occurrence of the grievance. The Director of the Institute and the student will meet within two weeks of receiving the written complaint to discuss the issue at hand and attempt direct resolution of the dispute.
- ii. If a resolution is not reached, the student may present his/her case in writing to the Board of Governors of the Institute for a resolution to be found. A reply with the decision taken shall be sent within 30 days of receipt of the written grievance.
- iii. If the party with a concern is not satisfied with the decision taken by the Board of Governors, he/she may request a meeting with the Board of Governors to discuss the matter and bring a support person to the meeting.
- iv. If these attempts are not successful, the parties may request a facilitated meeting conducted by a facilitator agreed upon by both parties.

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

10. Data Sharing Clause

In accordance to article 5 of the Further and Higher Education Act (CAP 607 Laws fo Malta) and without prejudice to the data protection provisions established by virtue of Regulation (EU) 2016/679 (the Genereral Data Protection Regulation - GDPR), the Institute for Pastoral Ministry shall grant access to the Malta Further and Higher Education Authority (MFHEA) to the information collected throught this student agreement. The data shall be transmitted to the Authority within reasonable time from when it was requested and shall be used by the Authority in pursuance of its functions.