This Agreement is made this day of <day/month/year>,

Between

<Host Organisation Name> of <address>, Malta, represented by <Name of Legal Signatory>, <Designation>, duly authorised for this purpose, hereinafter referred to as the ‘**Host Organisation**’.

and

<Name>, holder of ID card number <ID number> and residing at <address> hereinafter referred to as the **‘Selected Candidate’.**

Throughout this Agreement, the Host Organisation and the selected candidate may, as appropriate, be respectively referred to as the ‘**Party**’ or collectively as the ‘**Parties**’.

It is agreed between the Host Organisation and the University of Malta that the University of Malta does not give warranties of any nature whatsoever in connection with the employers including but not limited to the integrity, credibility, licensability, assistance and advice. The University is in no manner responsible for the employers' performance, and that the candidate’s recruitment on the placement is at the sole discretion of the Host Organisation.

**Purpose of the Agreement**

This Agreement outlines the responsibilities of the Parties in respect of the engagement of a candidate by a Host Organisation through the Placement Scheme set up by the University of Malta hereinafter as the ‘**University**’.

In this Agreement, the words ‘Host Organisation’ is used for all organisations providing a non-ECTS based placement for Students enrolled with the University.

**Whereas**

1. Both Parties agree that the selected candidate shall be engaged for the placement entitled ‘XXX’ (the ‘**Placement**’), which is detailed in the attached document ‘’A’ and forms an integral part of this Agreement.
2. The Placement shall start on <date> and end on <date>, during which time, the selected candidate shall work a total of <number of hours> hours (<number of hours in words> hours). The selected candidate shall be required to work <number of hours> hours per day between <start time> and <end time>, for<number of days> days per week.
3. **Responsibilities of the Host Organisation:**
	1. To provide a full and clear induction to the selected candidate about the Host Organisation and its working practices and conventions.
	2. To devise a work programme for the selected candidate.
	3. To ensure, insofar as is reasonable and practicable, a safe working environment for the selected candidate, in conformity with the Host Organisation’s Health and Safety Policy, and local Health and Safety legislation.
	4. The Host Organisation will take all reasonable care to ensure that the selected candidate is appropriately prepared to carry out all the tasks assigned to the candidate.
	5. To ensure that the selected candidate is afforded the same level of liability and insurance cover as its own employees.
	6. The Host Organisation shall have the right to terminate this Agreement with immediate effect, if necessary.
	7. To make available to the selected candidate all the necessary resources to ensure achievement of the objectives of the Placement within the stipulated time-frames.
	8. To remunerate the selected candidate for hours worked, at the rate of <enter applicable rate at minimum wage or above>. Remuneration will be on a <weekly/monthly> basis.
	9. The Host Organisation will make all reasonable adjustments to accommodate Students with disabilities.
	10. The host organisation will ensure that the necessary legal obligations for recruitment are observed.
4. **Responsibilities of the selected candidate:**
	1. To abide by all the rules of the Host Organisation regarding hours of work, health and safety regulations, and other practices and procedures.
	2. To carry out the work programme specified by the Host Organisation.
	3. To treat all information, documents and data to which he/she may have access in the course of the Placement as confidential and may not be disclosed to third parties unless permission to do so is granted by the Host Organisation for specific reasons.

2.5 To take all necessary and reasonable steps as are necessary to protect any and all intellectual property developed by virtue of the Placement.

1. **Dispute Resolution**

Should any claim or dispute arise under or in connection with this agreement, the Parties shall attempt to settle such claim or dispute by negotiation.

1. **Governing Law and Jurisdiction**

The rights and obligations of the parties shall be governed by and construed in accordance with the Laws of Malta and any dispute which shall not be resolved amicably between the parties shall be referred to arbitration in accordance with the provisions of the Arbitration Act, (Cap. 387, Laws of Malta)

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<Host Organisation Name>

 <Name of Legal Signatory>

<Designation>

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<Name>

<ID number>

Selected Candidate

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<Attach the description of the placement>

Last updated: 11.1.2021