

**WORK BASED
LEARNING
AND
APPRENTICESHIP
ACT
CONSULTATION DOCUMENT**



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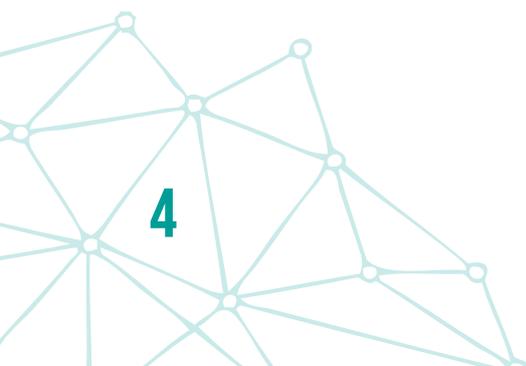
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EXECUTIVE SUMMARY

The Ministry of Education and Employment has embarked on an internal and external consultation process to develop the proposed Work-Based Learning and Apprenticeship Act to provide a framework for the development of effective Work-Placements, Apprenticeships and Internships.

The proposed Act is based on:

- Research conducted by CEDEFOP with local learners, educators and employers;
- A review of international legislation on traineeships;
- Benchmarking of best practices within countries leading in the field of vocational training.

The main developments brought about by the proposed Act are:

- Introduction of minimum wage for work-based learning and a government subsidy for the trainee income to reach minimum wage from its current level;
- Trainees will have the rights and obligations of employees for the duration of the Work-Based Learning part of the Training Programme according to the Employment and Industrial Relations Act, Young Persons' Employment Regulations, Social Security Act and the respective subsidiary legislation.
- Governance structure to protect the rights and obligations of trainees and employers.

01

INTRODUCTION TO WORK-BASED LEARNING

The proposed Work-Based Learning and Apprenticeship Act provides regulations for governance and administration of accredited Training Programmes for Work-Placements, Apprenticeships and Internships for Vocational Education and Training purposes.

This section acts as a guide to the technical terminology used in Work-Based Learning Programmes to be used in the proposed Act, based on European frameworks for Vocational Education and Training.

1.1 VOCATIONAL EDUCATION AND TRAINING

- 1.** Qualification or Award means the attainment of a level of knowledge and skill that makes a person suitable to do a particular job or activity and must meet the conditions of the Malta Qualifications Framework.
- 2.** Malta Qualifications Framework (MQF) means the referencing tool that help to describe and compare national and foreign qualifications to promote quality, transparency and mobility of qualifications in all types of education, as referenced in the European Qualifications Framework as well as other Non-European Qualifications Frameworks.
- 3.** European Qualifications Framework (EQF) is a translation tool that helps communication and comparison between qualifications systems in Europe regarding Learning Outcomes.
- 4.** European Credit System for Vocational Education and Training (ECVET) means the system that allows credits earned for knowledge and skills acquired in different systems and countries, to be validated, recognised and aggregated to count towards Vocational Qualifications.
- 5.** European Credit Transfer and Accumulation System (ECTS) is a standard for comparing the study attainment and performance of students of higher education across the European Union and other collaborating European countries. Vocational Training Programmes at MQF Level 5 and above may contain ECVET and ECTS credits.
- 6.** European Quality Assurance Reference Framework is a tool to recognise qualifications and competences received by Learners across different countries or learning environments, thereby promoting modernisation, mutual trust and mobility in Vocational Education and Training.
- 7.** School-Based Learning means a period during which Learners attend a period of instruction within an educational environment as part of a Training Programme.
- 8.** Work-Based Learning and Training means a period during which Learners following Programmes at MQF Levels 1 and above attend a period of instruction and training within an industrial, commercial or service workplace as part of on-the-job training or an education programme. Work-Based Learning can take the form of a Work-Placement, an Apprenticeship or an Internship aimed towards the development of the vocational competences.
- 9.** Vocational Education and Training (VET) means education and training which aims to equip Learners following Programmes at MQF Levels 1 and above with Vocational Knowledge, Skills and Competences required for specific occupations or more broadly for the labour market.

- 10.** Vocational Competences are the knowledge, skills, behaviours and attitudes required to carry out a Skilled and Technical Occupation, and conform to the Occupational Standards.
- 11.** Skilled and Technical Occupations means skills, trades, crafts, or other occupations or sections thereof required to develop the national work force. Skilled and Technical Occupations are updated by the National Skills Council and designated from the development of Training Programmes.
- 12.** Occupational Standards mean the standards which describe what an individual in a particular occupation should know and is able to do, in order to be formally recognised as competent in a given occupation. Occupational Standards are set by the National Commission for Further and Higher Education through the Sector Skills Units as stipulated in the Subsidiary Legislation 327.432 of the Education Act. Occupational Standards define the Vocational Competences and determine the Learning Outcomes required from persons undergoing Work-Based Learning Programmes (including Training Programmes) to be able to carry out a Skilled and Technical Occupation.
- 13.** Learning Outcomes mean the knowledge, skills, behaviours and attitudes necessary to develop the Vocational Competences necessary to carry out a Skilled and Technical Occupation. Learning Outcomes should reflect as much as possible the Occupational Standards set by the National Commission for Further and Higher Education.

1.2 TRAINING PROGRAMMES

- 14.** Training Programmes for Work-Placements, Apprenticeships or Internships for the purpose of the proposed Act, means accredited learning programmes administered by the VET Provider based on Occupational Standards and addressing the needs of one or more Skilled and Technical Occupation, which combines systematic, structured alternating periods of Work-Based Learning and Training delivered by the Sponsor and School-Based Learning delivered by the VET Provider. Training Programmes are of a duration predefined by the VET Provider in accordance with the proposed legislation, and leading to a formal Qualification or Award recognised by the Malta Qualifications Framework. Training Programmes as defined by the proposed Act are categorised in Figure 1.
- 15.** VET Providers are licensed to provide vocational educational programmes at further education or higher levels, as approved by the National Council for Further and Higher Education. VET Providers are the administrators of accredited Work-Placements, Apprenticeships and Internships.

- 16.** Sponsors are organisations or individuals registered and approved by a VET Provider to provide the Work-Based Learning component as part of a Training Programme leading to a Qualification or an Award.
- 17.** Learners are persons engaged in Training Programmes at MQF Level 1 and upwards.
- 18.** Work-Placements engage Learners with a registered Sponsor to gain basic work experience and skills leading to a Vocational Qualification or an Award at MQF Level 1 or Level 2.
- 19.** Apprenticeships engage Apprentices on joint programmes of School-Based Learning at an accredited VET Provider, and Work-Based Learning with a registered Sponsor, leading to a recognised Vocational Qualification or Award at MQF Level 3 or Level 4.
- 20.** Apprentices are Learners engaged in Training Programmes for Apprenticeships.
- 21.** Internships engage Interns in a joint programme of School-Based Learning at an accredited VET Provider, and Work-Based Learning with a registered Sponsor, leading to a recognised vocational or professional Qualification or Award at MQF Level 5 or above.
- 22.** Interns are Learners engaged in Training Programmes for Internships.
- 23.** Training Programme Schedules define the specific requirements of a Training Programme set by the VET Provider and provide detailed information on Learning Outcomes, duration, timetables, assessments, credits, certification, equivalence and recognition.
- 24.** The start date of a Training Programme is typically at the same time of the start of the scholastic year or of a scholastic semester. The Sponsor and the VET Provider may agree in writing to start the programme on another date.
- 25.** Training Programme Regulations mean the minimum requirements for a Training Programme set by the VET Provider and respecting the guidelines set by the National Skills Council regarding Learning Outcomes, duration, timetables, assessments, labour legislation, social security legislation and other regulations aimed at managing the rights and obligations of the VET Providers, Sponsors and Learners.
- 26.** Specific regulations and conditions for Work-Placements, Apprenticeships and Internships may be set through legal notices and updated to reflect the evolving nature of the labour market and the economic landscape.

MQF

LEVELS 1-4

WORK-PLACEMENT

- Allocation of a Learner with a registered Sponsor to gain basic work experience and skills
- Work-Placements lead to a vocational Qualification or an Award at MQF Level 1 or Level 4.
- The Learner is linked to the Sponsor with a Training agreement for Work-Placements compiled by the VET Provider and the Sponsor.
- Learners engaged in programmes with a Work-Based Learning component do not have to receive remuneration.
- ECVET credits are allocated by a VET Provider for Learning Outcomes achieved during the work period and assessed as part of the Work-Placement Programme.

MQF

LEVELS 3-4

APPRENTICESHIP

- Allocation of an Apprentice in a joint programme of School- Based Learning at an accredited VET Provider and Work-Based Learning with a registered Sponsor,
- Apprenticeships lead to a recognised vocational Qualification or Award at MQF Level 3 or Level 4.
- The Apprentice is linked to the Sponsor with a Training Agreement for Apprenticeships compiled by the VET Provider and the Sponsor.
- The Apprentice receives remuneration from the Sponsor for the Work-Based Learning portion of the Apprenticeship, with the first 200 hours being an unpaid observation period at the workplace.
- ECVET credits are allocated by a VET Provider for Learning Outcomes achieved during the work period and assessed as part of the Apprenticeship Programme.

MQF

LEVELS 5 AND ABOVE

INTERNSHIP

- Allocation of an Intern in a joint programme of School-Based Learning at an accredited VET Provider, and Work-Based Learning with a registered Sponsor
- Internships lead to a recognised vocational or professional Qualification or Award at MQF Level 5 or above.
- The Intern is linked to the Sponsor with a Training Agreement for Internships compiled by the VET Provider and the Sponsor.
- The Intern receives remuneration from the Sponsor for the Work-Based Learning portion of the Internship, with the first 200 hours unpaid observation period at the workplace.
- ECVET and ECTS credits are allocated by a VET Provider to Learning Outcomes achieved during the work period and assessed as part of the Internship Programme.

1.3 QUALIFICATIONS AND AWARDS

- 27.** Work-Placements, Apprenticeships and Internships lead to qualifications or awards recognised by the Malta Qualifications Framework and the European Qualifications Framework.
- 28.** The VET Provider sets the title of the Qualification or Award, MQF Level, credits, duration and ratio of Work-Based and School-Based Learning for a Training Programme, all of which are subject to the accreditation processes by the National Commission for Further and Higher Education as prescribed in the Education Act.
- 29.** The VET Provider conducts assessments for Training Programmes leading to the Skills Qualifications or Awards, and Skills Cards.
- 30.** Skills Qualification means a Qualification or Award given by a VET Provider as evidence of:
- Successful completion of a combined School-Based and Work-Based Learning Program which provides the knowledge, skills, competences, behaviours and attitudes necessary to be able to carry out a Skilled and Technical Occupation in full or in part; or
 - Prior learning in a Work-Based environment, subject to the successful completion of the relevant assessments administered by the VET Provider.
- 31.** Skills Card means a physical card issued by the National Skills Council to persons who have earned a Skills Qualification by a VET Provider. Skills Cards may be provided also to persons already in possession of recognised vocational qualifications.

1.4 LOCATION OF WORK-BASED LEARNING

- 32.** The Work-Based Learning component shall be provided in:
- Companies engaged in economic activity;
 - Organisations not engaged in economic activity, such as those of the public service and in establishments of members of the independent professions;
 - Non-company premises in suitable facilities outside the training premises if and to the extent necessary for the purposes of training including training in different companies, and partial joint instruction at a VET Provider;

- Vocational training facilities outside the system of School-Based and Work-Based Learning and Training (non-company training);
- Partly abroad in countries offering compatible skills, vocational support systems and qualifications frameworks, as part of an international exchange of which the VET Provider, company or the country is a participant.

33. For the purpose of the proposed Act, Training Programmes shall not apply to vocational Training Programmes that are conducted in their entirety either in vocational schools, or in simulated environments whereby work processes and systems are replicated in an artificial environment.

1.5 ELIGIBILITY

34. Work-Placements, Apprenticeships and Internships as specified in the proposed Act are open to persons who have attained school leaving age and have ceased to be of compulsory school age as defined by the Education Act.

35. Young people under the age of 18 may participate in Training Programmes for recognised Skilled and Technical Occupations, if the training prepares them for accredited and recognised qualification pathways as detailed in the proposed Act.

36. The VET Providers that administer the programmes set the entry requirements for specific Training Programmes.

1.6 GOVERNANCE

37. Work-Placements, Apprenticeships and Internships are subject to the Agreements listed in Table 1.

38. The VET Providers are the coordinators of the Training Programmes. VET Providers are responsible for the development, quality control, administration, monitoring, assessment and certification of the Training Programmes, and the provision of the School-Based Learning component. The role of the VET Providers is stipulated in the section entitled “Obligations of VET Providers”.

39. The Sponsors are the providers of the Work-Based Learning component of the Training Programmes. The role of the Sponsors is stipulated in the section entitled “Obligations of Sponsors”.

- 40.** The National Skills Council shall be the authority to set national standards over all activity pertaining to Work-Based Learning and Training Programmes.
- 41.** Stakeholders and Social Partners are involved in the governance of Work-Based Learning and Training Programmes through the board and committees of the National Skills Council.
- 42.** The National Commission for Further and Higher Education is the authority that accredits VET Providers and their programmes. The Commission also runs the Sector Skills Units, which develop the Occupational Standards.
- 43.** The National Skills Council will serve the following functions: advising government, developing the national skills strategy, conduct research, benchmark and report performance, establishing policy and procedures, and promote schemes, programmes and incentives for the advancement of skills in Malta. The National Skills Council defines Skilled and Technical Occupations required in the labour market and sets the Training Programme Regulations.
- 44.** The Ministry for Education or a similar competent body, has the authority to revise the legislative framework regarding the conditions of Work-Placements, Apprenticeships and Internships after consultation with the National Skills Council.

02

RIGHTS AND OBLIGATIONS OF VET PROVIDERS

Work-Placements, Apprenticeships and Internships

This section describes the rights and obligations of VET Providers with respect to Work-Placements, Apprenticeships and Internships.

2.1 RIGHTS OF VET PROVIDERS

- 45.** The rights of VET Providers are protected through the sections of the proposed Act referring to the:
- Obligations of Learners
 - Obligations of Sponsors
 - Training Agreement
 - Training Programme Schedule
 - Training Programme Regulations
 - Regulations for the Transfer of Learners
 - Regulations and Guidelines provided by the National Skills Council
- 46.** The VET Provider has the right to require that the Work-Based part will be of high quality and relevance to the learning programme.

2.2 OBLIGATIONS OF VET PROVIDERS

- 47.** The role of the VET Provider is to act as the prime administrator of the Training Programmes. The responsibilities of the VET Provider are to:
- Endeavour to create Training Programmes for skills that are in high demand or are expected to be in demand in the future, based on research and reports issued by the National Skills Council and the list of Skilled and Technical Occupations;
 - Ensure that Training Programmes, systems and processes reflect the national strategy for social inclusion in education;
 - Identify potential Sponsors and vacancies for Learners;
 - Supervise the suitability of Sponsors and appointed Instructors;
 - Ensure that the Learners have a designated mentor on the school premises and a designated Lead Instructor on the work premises for the whole period of the Training Programme;

- Supervise the suitability of the Sponsor, Instructors and Premises where Training Programmes are held;
- Determine the maximum number of Learners that Sponsors can engage, based on their respective resources for training and learning;
- Develop the content of Training Programmes in consultation with the Sponsor based on Occupational Standards;
- Maintain regular contact, communication and co-operation with the Sponsor on all aspects of the Training Programme;
- Provide and maintain online public access to Vacancies developed on a white labelling arrangement with the National Skills Council, which shall provide the online infrastructure;
- Match Learners with Vacancies for final selection by the Sponsors;
- Ensure that the content of the Training Agreement signed by the Learner, the Sponsor and the VET Provider is compliant with the terms of the proposed Act;
- Maintain a Register of Training Agreements for management of the Training Programmes and sharing of data for planning purposes at a national level;
- Ensure that the Training Programme Schedule pertaining to the balance of Work-Based Learning and School-Based Learning is compliant with the terms of the proposed Act;
- Deliver School-Based Learning as part of the programme and ensure that the School-Based component is relevant and of high quality;
- Conduct an assessment of the skills gained by Learners through Work-Based Learning and School-Based Learning, based on Occupational Standards and Learning Outcomes specified in the Training Programme Schedule;
- Provide the Learners with a Skills Qualification document and the relevant Skills Card after the successful completion of the final assessment. The Skills Card is issued by the National Skills Council and passed on to the VET Provider based on confirmation of the successful completion of the final assessment;
- Ensure that the Skills Qualifications are recognised in other countries through the:
 - Adoption of the ECVET and ECTS credit framework where applicable and the listing of the number of credits on the Skills Qualification document;
 - Levels of the Malta Qualifications Framework, the equivalent levels on the European Qualifications Framework and the listing of the levels on the Skills Qualification document;

- Issuing of the EUROPASS Certificate Supplement or equivalent documentation recognised as a European level;
 - Implementation of the European Quality Assurance Reference Framework for VET or equivalent systems;
- Conduct internal quality audits on the Work-Based Learning and Training processes and is subject to external quality assurance audits carried out by the National Commission for Further and Higher Education;
 - Manage the transfer of Learners from one Sponsor to another when the need arises and if the transfer is required by the nature of the Training Programme;
 - Decide whether the credits earned in a Training Programme in one occupation may be credited towards a Training Programme in another occupation governed by the Training Programme Regulations, taking into account the Learning Outcomes acquired in the course of such previous training;
 - Provide access for Learners to guidance and counselling services within the VET Provider's institution;
 - Mediate on issues pertaining to Work-Based Learning and Training that may arise between the Learner and the Sponsor.

48. VET Providers offering Training Programmes are to set up Work-Based Learning Operational Boards intended to develop, administer, control and improve all processes pertaining to the Training Programmes pertaining to Work-Placements, Apprenticeships and Internships

49. The roles and responsibilities of the Work-Based Learning Operational Board include, but are not limited to:

- Adhering to the “Obligations of the VET Providers”;
- Monitoring the “Obligations of the Sponsors” and undertaking corrective action when issues arise;
- Monitoring the “Obligations of Learners” as detailed in the proposed Act;
- Developing the Training Programme Regulations in accordance with the regulations and guidelines provided by the National Skills Council and the relevant legislation.
- Developing the rules for the Boards of Examiners through the Training Programme Regulations and to oversee the operations of the respective Board of Examiners.

2.3 SUITABILITY OF SPONSORS AND INSTRUCTORS

- 50.** The VET Provider shall supervise that the suitability of Sponsors and Instructors according to the provisions of the proposed Act. A “Note of Suitability of Sponsors and Instructors” shall be issued by the VET Provider and attached to the Training Agreement.
- 51.** Learners may only be hosted by Sponsors who have the necessary qualified personnel within their resources. Learners may only be trained by persons who have the necessary Technical Experience, Technical Qualifications and Personal Competences.
- 52.** Sponsors who do not have the necessary Technical Qualifications or do not provide the training themselves may only engage Learners if they appoint Instructors with the necessary Technical Experience, Technical Qualifications and Personal Competences to directly impart the essential training in a responsible manner on the training premises.
- 53.** Persons shall be deemed to have the necessary Technical Experience if they possess the vocational knowledge and skills required by the Training Programme and have been employed in a practical capacity for an appropriate period in their own occupation.
- 54.** Persons shall be deemed to possess the necessary Technical Qualifications if they have passed the:
- Final assessment in a technical field corresponding to the Skilled and Technical Occupation; or
 - Recognised assessment at a training facility or before an assessment authority or a final assessment at a state or state-accredited school in a technical field corresponding to the Skilled and Technical Occupation; or
 - Final assessment at a VET Provider in a technical field corresponding to the Skilled and Technical Occupation and have been employed in a practical capacity for an appropriate period in their own occupation
- 55.** Under the responsibility of the Lead Instructor, persons may also participate in the provision of Work-Based Learning and Training processes, even if they are not themselves Instructors but possess the knowledge, skills, behaviours, attitudes and the Personal Competences necessary to deliver the Learning Outcomes defined in the Training Programme Schedule.
- 56.** The VET Provider may recognise persons not meeting the prerequisites set out in the Act for Technical Qualifications as fit to act as Instructors. The VET Provider may prescribe that persons

produce evidence that they have acquired through experience the technical competences necessary to tutor Learners.

- 57.** Persons shall not be deemed to have the necessary Personal Competences if they are:
- Not allowed to employ children or young people;
 - Guilty of repeated or serious contraventions of the proposed Act or of the provisions and regulations issued according to the proposed Act.
- 58.** The National Skills Council, on the advisement of the VET Provider, may prohibit persons from sponsoring Learners or providing a Training Programme if such persons do not have, or no longer have, the necessary Personal Competences or Technical Qualifications.

2.4 SUITABILITY OF PREMISES

- 59.** The VET Provider, which oversees the Work-Based Learning and Training assessments and certifies the Training Programme, shall ensure that the premises of the Sponsor are suitable according to the provisions of the proposed Act.
- 60.** A “Note of Suitability of Premises for Training Programmes” shall be issued by the VET Provider and attached to the Training Agreement.
- 61.** Training Programmes may only be provided if the:
- Environment and equipment of the training premises are suitable for attaining the learning objectives of a Training Programme;
 - Ratio between the number of Learners and the number of training facilities or the number of skilled staff employed is appropriate.
- 62.** Training premises where the necessary vocational knowledge, skills and competences cannot be imparted in their entirety shall be deemed suitable if these can be imparted through the Work-Based Training measures taking place outside the training premises.
- 63.** The National Skills Council on the advisement of the VET Provider may prohibit persons from sponsoring Learners or providing Training Programmes at specific training premises if the said premises do not fulfil, or no longer fulfil, the conditions set in the proposed Act.

2.5 SUPERVISION OF LEARNERS

- 64.** The VET Provider shall provide regular supervision of the Learners during the period of non-formal training with the Sponsor. Visits to Learners should be at least twice per school year during their time with the Sponsor, which can be part of visits pertaining to interim and final assessments. Visits for Learners and/or Interns shall be in accordance with the requirements of the Training Programme Schedule.
- 65.** The VET Provider shall conduct any inspection and enquiry as may be necessary to ascertain that the Learner receives adequate training in relation to the agreed Learning Outcomes.
- 66.** If, in the opinion of the VET Provider, any Learner is not receiving adequate training, the Sponsor of the Learner may be ordered, as deemed necessary, to ensure that the Learner receives adequate training. In the event that the Sponsor fails to implement remedial action, the Learner may be withdrawn from the sponsorship.
- 67.** If shortcomings are found out and a remedy is possible without a likelihood of danger to the Learner, the VET Provider shall order the Sponsor concerned to remedy the shortcomings within such a period as it may specify. If no remedy is possible, or, if there is a likelihood of danger to the Learner, or if the shortcomings are not remedied within the specified time, the VET Provider shall so inform the relevant employment and education authorities, and the National Skills Council.
- 68.** This section describes the rights and obligations of VET Providers with respect to Work-Placements, Apprenticeships and Internships.

03

RIGHTS AND OBLIGATIONS OF SPONSORS

Work-Placements, Apprenticeships and Internships

This section describes the rights and obligations of Sponsors with respect to Work-Placements, Apprenticeships and Internships.

3.1 RIGHTS OF SPONSORS

- 69.** The rights of Sponsors when engaging in a Training Programme are protected through the sections of the proposed Act referring to the:
- Obligations of Learners
 - Obligations of VET Providers
 - Training Agreement
 - Training Programme Schedule
 - Training Programme Regulations
 - Regulations for the Transfer of Learners
 - Regulations and Guidelines provided by the National Skills Council
- 70.** Sponsors, through the appropriate representative bodies, have the right to be involved in the development of the content of Training Programmes led by the VET Provider and based on the Occupational Standards set by the National Commission for Further and Higher Education.
- 71.** Sponsors may advertise Work-Based Learning and Training Vacancies through the VET Providers, or independently, provided that the vacancy is relevant to a Training Programme which is administered and accredited by a VET Provider.
- 72.** Sponsors are entrusted with the selection of prospective Learners who apply for vacant Apprenticeships or Internships.
- 73.** Sponsors have the right to require that the School-Based part is of high quality and relevance to the Training Program.

3.2 OBLIGATIONS OF SPONSORS

- 74.** Sponsors have the obligation to comply with conditions pertaining to the specific rights of Learners on Work-Placements, Apprenticeships and Internships as updated through subsidiary legislation.

75. The obligations of the Sponsors towards the Learners are to:

- Ensure that Learners are provided with the environment to achieve the Learning Outcomes as defined in the Training Programme Schedule;
- Run the Work-Based Training processes systematically in accordance with the Training Programme Schedule, syllabus and a timetable, in a form appropriate so that the training is achieved within the specified period;
- Ascertain that Instructors have the necessary Technical Experience, Technical Qualifications and Personal Competences as defined in the proposed Act with reference to the section on suitability of instructors;
- Entrust Work-Based training to the Lead Instructor, or to a suitably competent person as agreed with the VET Provider, for the whole period of the Training Programme, and to other Instructors who shall remain under the directions of the Lead Instructor;
- Ensure that the Lead Instructor or identified substitute as stated in point (d) above is available to monitor the Learner and ensure that the Learner is receiving adequate training;
- Provide the facilities and training necessary for the Learner to achieve the Learning Outcomes necessary for the successful completion of the Training Programme's interim and final assessments, administered by the VET Provider;
- Provide the premises and equip Learners free of charge with the tools and supplies necessary for the successful completion of the Training Programme and the passing of their interim and final assessments, administered by the VET Provider, even if such assessments take place right after the end of the Work-Based Learning period.
- Release Learners to attend another workplace for a specified period of time to receive essential training that cannot be delivered within their establishment as specified in the Training Programme Schedule;
- Require Learners to attend School-Based Learning sessions, assessments or any other commitments, which are related to the Training Programme, as specified in a pre-established Training Programme Schedule;
- Require Learners to keep a written Training Log Book record up to date and to inspect the records insofar as such records are required as part of their Work-Placement, Apprenticeship or Internship.
- Ensure that Learners are encouraged to develop their personality and that they are

protected from physical or moral danger;

- Provide proper health and safety equipment and facilities in accordance with the health and safety legislation;
- Ensure that Learners are covered by the Sponsor's public liability insurance and vehicle insurance, where appropriate;
- Ensure that Learners are entrusted with tasks that serve the purpose required for the development of, and are commensurate with, the physical abilities;
- Assist, as far as is reasonably possible, the Learners in finding an alternative Sponsorship for the duration of the Training Programme, if the Work-Based Training is terminated for good reason.

76. The obligations of the Sponsor towards the VET Provider are to:

- Cooperate with the VET Provider on matters regarding the sections of the proposed Act referring to:
 - Suitability of Sponsors and Instructors;
 - Suitability of Premises;
 - Supervision of Learners
- Present Training Agreements to be recorded in the Register maintained by the VET Provider as soon as the Agreements are established. The same shall apply to amendments to the essential stipulations of an Agreement;
- Retain records of the Training Agreements and a record of the progress of the Learner in terms of Work-Based Learning activities. Records shall be retained for a period of three years after the termination of the Training Programme. The Sponsor shall pass on the records to the VET Provider on demand within the period of the programme and the subsequent three years.
- Immediately inform the VET Provider of any Learner's shortcomings in order for the necessary action to be taken;
- Allow access by appointment, for monitoring purposes by the VET Provider's official representatives and any other official who is authorised by the VET Provider.

77. Sponsors commit to engage the Learner for educational purposes and not for replacing or displacing any employee within their organisation.

04

RIGHTS AND OBLIGATIONS OF LEARNERS

Work-Placements, Apprenticeships and Internships

This section describes the rights and obligations of Learners with respect to Work-Placements, Apprenticeships and Internships.

4.1 RIGHTS OF LEARNERS

- 78.** The rights of Learners engaged in a Training Programme are protected through the sections of the proposed Act referring to the:
- Obligations of VET Providers
 - Obligations of Sponsors
 - Training Agreement
 - Training Programme Schedule
 - Training Programme Regulations
 - Regulations for the Transfer of Learners
 - Regulations and Guidelines provided by the National Skills Council
- 79.** The rights of Learners pertaining to activities concerning School-Based and Work-Based Learning are protected by the VET Provider, the National Skills Council, the National Commission for Further and Higher Education and the respective legislation governing the entities.
- 80.** Specific rights of Learners on Work-Placements, Apprenticeships and Internships are set through legal notices.

4.2 OBLIGATIONS OF LEARNERS

- 81.** Learners shall make every effort, during the Training Programme, to achieve the Learning Outcomes necessary to develop the Vocational Competences required to carry out a Skilled and Technical Occupation. The Learning Outcomes are defined in the Training Programme Schedule.
- 82.** Learners have obligations to:
- Perform tasks entrusted to them as part of their Work-Based Training;
 - Undergo vocational education and assessments as outlined in the Training Programme Schedule set by the VET Provider;
 - Abide by the instructions given to them within the framework of their Work-Based Learning and Training by Sponsors, Instructors or any other persons entitled to give them such

instructions;

- Attend for the Work-Based Learning component in accordance with the pre-established training schedule set by the VET Provider;
- Attend for any School-Based Learning component as provided by the VET Provider or any other service provider according to the needs of the Training Programme, without absenting themselves for unjustified reasons;
- Update the Training Logbook on a regular basis as established by the VET Provider in accordance with the requirements of the Training Programme;
- Notify the VET Provider if the Sponsor is not adhering to the Work-Based Learning Quality Control Standards as established by the VET Provider;
- Abide by the rules of behaviour to be observed on the training premises;
- Use tools, machinery and other equipment with due care;
- Respect the Sponsor's conditions and instructions accordingly, and abide by the policies and procedures that apply to the workplace, particularly the training hours. The Learner also agrees to follow instructions and tasks as assigned to him by the Sponsor;
- Behave at all times in a safe and responsible manner and in accordance with the requirements of Health and Safety legislation relating to the individual's responsibilities and to promote and act in the Sponsor's and their clients' best interests;
- Not reveal any business, trade secrets or commercially sensitive information;
- Observe a strict level of confidentiality in accordance with the Data Protection Act at all times in a manner that ensures the protection of data of both the Sponsors and their clients.

05

TRAINING PROGRAMMES AT MQF LEVELS 1 TO 4: WORK-PLACEMENTS

This section describes Work-Placements that engage Learners with a registered Sponsor to gain basic work experience and skills leading to a vocational Qualification or Award at MQF Level 1 or Level 2.

5.1 TRAINING AGREEMENT FOR WORK-PLACEMENTS

- 83.** Before the commencement of a Training Programme, a Training Agreement is formulated by the VET-Provider and circulated to the Sponsor and the Learner.
- 84.** The Training Agreement shall contain, as a minimum, the following elements:
- Identification of the recognised Skilled and Technical Occupation for which the Work-Based Learning is conducted;
 - Identification of the VET Provider who is acting as the overseer of the Training Programme;
 - Identification of the Sponsor and the Lead Instructor within the organisation who would act as the Lead Instructor for the Learner throughout the Training Programme;
 - Start, end date, duration and the specific hours of the Work-Based component of the Training Programme;
 - “Training Programme Schedule” issued by the VET Provider in accordance with the provisions of the proposed Act;
 - “Note of Suitability of the Premises for the Work-Based Learning” issued by the VET Provider in accordance with the provisions of the proposed Act;
 - “Note of Suitability of Sponsor and Instructors” issued by the VET Provider in accordance with the provisions of the proposed Act;
 - Reference and link to the sections on the “Rights and Obligations of VET Providers”, “Rights and Obligations of Sponsors”, and “Rights and Obligations of Learners” as stipulated in the proposed Act.
- 85.** Rights of the Learner pertaining to the Young Persons’ Employment Regulations, which applies to any person under eighteen years of age, shall apply throughout the training period including the unpaid periods where applicable.
- 86.** During the VET Providers’ Christmas, Easter and summer breaks, Learners may attend the Work-Based Learning component of the Training Programme as pre-defined and agreed with the Sponsor in the Training Programme Schedule.

5.2 TRAINING PROGRAMME SCHEDULE FOR WORK-PLACEMENTS

- 87.** VET Providers shall set the Training Programme Schedule based on the Occupational Standards developed by the National Commission for Further and Higher Education as designated by the Education Act.
- 88.** Training Programme Schedules developed by VET Providers that do not have the status of self-accrediting providers shall be evaluated and accredited by National Commission for Further and Higher Education.
- 89.** Training Programme Schedules shall include the following details for Learners and Sponsors engaging in a Training Agreement:
- Training Programme Schedule Title;
 - Relevant Skilled and Technical Occupation;
 - Eligibility and Entry Requirements;
 - Calendar dates and hours to be spent at the School-Based and Work-Based Learning locations;
 - Learning Outcomes and credits for School-Based and Work-Based Learning, defining the knowledge, skills behaviours and attitudes to be gained;
 - Assessments Methodology:
 - Types of assessments;
 - Dates, duration;
 - Location at the Sponsor and the VET Providers premises;
 - Qualification or Award level obtained on the Malta Qualifications Framework and the equivalent European Qualifications Framework on successful completion of the full learning programme;
 - Progression to further training programmes;
 - Due date of review of the Training Programme Schedule.

- 90.** The Training Programme Schedule shall define the number of hours or working days for each week of the calendar year when a Learner will be engaged in Work-Based Learning with the Sponsors and engaged in School-Based Learning with the VET Provider.
- 91.** The Training Programme Schedule as generated by the VET Provider shall be a required document to be referred to in the Training Agreement.

5.3 REMUNERATION OF LEARNERS ON WORK-PLACEMENTS

- 92.** Learners engaged in Training Programmes for Work-Placements are not entitled to remuneration from the Sponsor.
- 93.** The amount of Work-Based Learning content in Training Programmes for Learners is limited to:

Training Programmes	Maximum Work-Based hours
Level 1 and 2	200 hours
Level 3	300 hours
Level 4	800 hours

06

TRAINING PROGRAMMES AT MQF LEVELS 3 AND 4: APPRENTICESHIPS

This section describes Apprenticeships that engage Apprentices in a joint programme of School-Based Learning at an accredited VET Provider and Work-Based Learning with a registered Sponsor leading to a vocational Qualification or Award at MQF Level 3 or Level 4.

6.1 TRAINING AGREEMENT FOR APPRENTICESHIPS

6.1.1 FORMATION OF TRAINING RELATIONSHIP

- 94.** The VET Provider shall establish a tripartite Training Agreement with the Learner and the Sponsor.
- 95.** The Sponsors, Learners' and Apprentices' parents or legal guardians where relevant, and the VET Provider, shall sign the Training Agreement, before the commencement of the Training Programme.
- 96.** Sponsors shall provide all signatories with a copy of the signed agreement on the date of signing.
- 97.** The legislative provisions governing Training Agreement shall apply to all subsequent amendments to the Agreement.
- 98.** Several natural persons or legal entities may cooperate within the framework of a collaborative training venture to discharge the contractual obligations of the Sponsor as long as responsibility for the stages of training and for the period of training as a whole are ensured.

6.1.2 CONDITIONS OF EMPLOYMENT AND SOCIAL SECURITY

- 99.** Learners shall have the rights and obligations of employees for the duration of the Work-Based Learning part of the Training Programme according to the Employment and Industrial Relations Act, Young Persons' Employment Regulations, Social Security Act and the respective subsidiary legislation, regarding and not limited to:
- Observation period
 - Work-Based Learning hours
 - Overtime
 - Cost of living increases
 - Occupational health and safety
 - Vacation leave and sick leave

- Maternity leave, parental leave and leave for urgent family reasons
- Public holidays falling on weekly day of rest
- Wages to be paid at regular intervals
- Payment of bonuses
- Rights to social security benefits

- 100.** The hours a Learner spends with the Sponsor shall be considered as the hours spent on the Work-Based Learning component of the Training Programme as defined in the Training Programme Schedule.
- 101.** At the discretion of the VET Provider, the Work-Based Learning component of a Training Programme may commence with up to 200 hours, or equivalent, of Work-Based Learning and Training hours of an unpaid observation period at the workplace. National insurance is payable by the Sponsor during the observation period.
- 102.** Rights of the Learner pertaining to the Young Persons' Employment Regulations, which apply to any person under eighteen years of age, shall apply throughout the training period including the unpaid periods, where applicable.
- 103.** Learners are eligible to work overtime provided the Sponsor gains the written permission of the VET Provider in advance. This shall ascertain that the extra hours shall not have a negative effect on the time the Learner needs to either rest or study.
- 104.** The overtime rates and conditions for a Learner are subject to the regulations set by the Employment and Industrial Relations Act and subsidiary legislation as well as collective agreements for the organisation and, or, the industry sector.
- 105.** During the VET Providers' Christmas, Easter and summer breaks, Learners are to attend the Work-Based Learning component of the Training Programme as pre-defined and agreed with the Sponsor in the Training Programme Schedule, and subject to the minimum hours required for the Work-Based Learning component as required by the proposed Act.
- 106.** Leave shall not be granted by the Sponsor on any day during which the Learner is required to attend the School-Based Learning as part of the Training Programme.

- 107.** Learners shall be remunerated by the stipulated income for up to a maximum of six weeks if they

are:

- Available for the programme, but Work-Based Learning and Training is not provided;
- Prevented for any other personal reason beyond their control from discharging their obligations under the Training Agreement.

108. The Ministry of Education or similar competent body, has the authority to revise the provisions regarding the payment of Learners after consultation with the National Skills Council.

6.1.3 CONTENT OF TRAINING AGREEMENT FOR APPRENTICESHIPS

109. Before the commencement of a Training Programme, Sponsors shall set down the essential stipulations of the Training Agreement with the guidance of the VET Provider.

110. The contents of the Agreement shall reflect the rights and obligations of the VET Provider the Sponsor and the Learner as stipulated in the proposed Act.

111. The Training Agreement document shall contain, as a minimum, the following elements:

- Identification of the recognised Skilled and Technical Occupation for which the Training Programme is conducted;
- Identification of the VET Provider that is acting as the overseer of the Training Programme;
- Identification of the Sponsor and the Lead Instructor within the organisation who would act as the Lead Instructor for the Learner throughout the Training Programme;
- Start, end date, duration, hours of the Work-Placement;
- Activities taking place outside the training premises;
- Length of unpaid observation period;
- Payment of wage and the rate to be applied;
- Payment of overtime and rate to be applied;
- Payment of bonuses;

- Payment of national insurance for the purpose of social security, and any other insurance;
- Time off allocated for the purpose of School-Based Learning, including assessments with the VET Provider;
- Holiday leave and sick leave in accordance with national legislation;
- Conditions under which the Training Agreement may be terminated;
- Reference to collective agreements, plant agreements or service agreements applicable to the training relationship and indications where the documents can be accessed;
- “Training Programme Schedule” issued by the VET Provider in accordance with the provisions of the proposed Act;
- “Note of Suitability of the Premises for the Work-Based Learning” issued by the VET Provider in accordance with the provisions of the proposed Act;
- “Note of Suitability of Sponsor and Instructors” issued by the VET Provider in accordance with the provisions of the proposed Act;
- Link to the sections on the “Rights and Obligations of VET Providers”, “Rights and Obligations of Sponsors”, and “Rights and Obligations of Learners” as published in the proposed Act

6.1.4 AGREEMENTS WITH MINORS

- 112.** If a prospective Learner is a minor, then the Sponsor will seek the consent of the parent or guardian, or if there is no parent, the consent of the legal representative of the VET Provider.
- 113.** A minor who is engaged in a Training Agreement shall be bound by the agreement throughout its currency notwithstanding that he/she may have in the meantime attained the age of eighteen years.

6.1.5 INVALID TRAINING AGREEMENT FOR APPRENTICESHIPS

- 114.** A Training Agreement shall be null and void if it:
- Obliges Learners to pay for their training programme;

- Imposes penalties on the Learner other than penalties regulated by the Employment and Industrial Relations Act;
- Excludes or limits claims to compensation for damages, and/or determine the rate of compensation for damages as a lump sum.

6.1.6 END OF APPRENTICESHIP

- 115.** The training period shall end on the expiry of the period of training as defined by the Training Agreement.
- 116.** If Learners fail to pass their final assessment, the Training Programme shall be, if they so request, extended until the next occasion on which they can repeat the assessment, up to a maximum of one year but subject to agreement with the Sponsor.

6.1.7 TERMINATION

- 117.** The Work-Based component of the Training Programme can be terminated without notice at any time during the unpaid observation period and during the probationary period as established by the Employment and Industrial Relations Act and subsidiary legislation.
- 118.** When the probationary period has expired, the Work-Based component of the Training Programme may be terminated by the Sponsor or the Learner in accordance with the Employment and Industrial Relations Act and subsidiary legislation.
- 119.** If any person is engaged as a Learner by a partnership, the agreement shall not be terminated by reason of the death or retirement of any partner, if the business of the partnership is continued by another person or partnership. The rights and obligations of the Sponsor under the agreement shall be deemed to be transferred to the person or partnership continuing the business.

6.1.8 RESIGNATION OF LEARNER

- 120.** Requests by the Learner to resign from a Training Programme shall be endorsed by the Sponsor by signing the 'Resignation Form' and by the VET Provider. Resignation shall lead to a termination of the Training Agreement and termination of the Training Programme.

6.1.9 EMPLOYMENT FOLLOWING APPRENTICESHIP

- 121.** The Sponsor is not obliged to retain the Learner beyond the period of the Training Programme. Training is focused on educational purposes and there is no guarantee or expectation that the activity will result in employment with the Sponsor.
- 122.** If Learners continue to work for their Sponsor immediately after their Training Programme has ended, without any express agreement on the subject having been reached, an employment relationship shall be deemed to have been established.
- 123.** If Learners continue to work for their Sponsor after their Training Programme has ended and an employment relationship is deemed to have been established, they do not go through a probationary period as long as they are employed in the same role and with the same responsibilities as they would have had during their training.

6.1.10 APPLICABILITY OF PROVISIONS

- 124.** Training Agreement is binding if it has been registered with a VET Provider in accordance with the provisions of the proposed Act.
- 125.** Training Agreement is to be binding throughout the duration of the programme.
- 126.** Any agreement departing from the provisions of the proposed Act to the detriment of the Learner shall be null and void.
- 127.** Nothing contained in the proposed Act shall affect any right that a Sponsor may have to institute civil proceedings against a Learner in respect of any contravention of or failure to comply with the provisions of the Training Agreement or any condition thereof.
- 128.** Nothing contained in the proposed Act shall affect any right that a Learner may have to institute civil proceedings against his Sponsor in respect of any contravention of or failure to comply with any provision of the Training Agreement or any condition thereof.

6.2 TRAINING PROGRAMME SCHEDULE FOR APPRENTICESHIPS

- 129.** Programmes require a Training Programme Schedule that follows the regulations for “Training Programme Schedule for Work-Placements” stipulated in the proposed Act.
- 130.** In addition, the School-Based component shall be a minimum of 200 hours per year and the Work-Based component shall be a minimum of 700 hours, per year.
- 131.** The sum of the hours of School-Based and Work-Based Learning components of the programme will comply with the hours specified in the Malta Qualifications Framework according to the ECVET where applicable accredited and the level of the programme

6.3 REMUNERATION OF LEARNERS ON APPRENTICESHIPS

- 132.** The Apprentice receives remuneration from the Sponsor for the Work-Based Learning portion of the Training Programme for Apprenticeships, with 200 hours of an unpaid observation period at the workplace.
- 133.** Learners engaged in Apprenticeship Programmes that are approved by the Ministry of Education or similar competent body for Students’ Maintenance Grants have the right to the following:
- Wage per hour paid by the Sponsor for the hours spent at the workplace, which are pre-determined in the Training Programme Schedule;
 - Students’ Maintenance Grant for the full duration of the School-Based and Work-Based periods of the Apprenticeship Programme;
 - Top up through a Supplementary Students’ Maintenance Grant, which is calculated in such a way that the total income per hour (wage plus grant plus supplementary grant as stipulated in this section) for the time spent at the workplace is equivalent to the national minimum wage per hour.
- 134.** Up to 31st December 2018, the wage per hour paid by the Sponsor for the hours spent at the workplace, will remain the same as the amount stipulated in regulations for the training programmes that were in place prior to the commencement of the proposed Act.

135. As from 1st January 2019 the wage per hour paid by the Sponsor for the hours spent at the workplace, will be equivalent to:

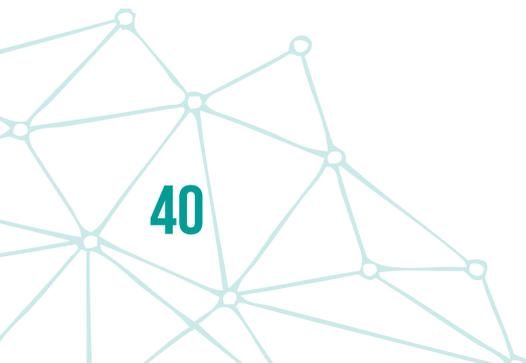
- For Apprenticeship Programmes with 1200 hours or less per year spent at the workplace, the following wage rates shall apply:

Year 1 of the Apprenticeship Programme:	45% of the national wage per hour
Year 2 of the Apprenticeship Programme:	60% of the national wage per hour
Year 3 of the Apprenticeship Programme:	60% of the national wage per hour
Year 4 and above of the Apprenticeship Programme:	100% of the national wage per hour

In the list above, Year 1 of an Apprenticeship Programme is defined as the first year of a specific Programme with the same MQF level, and does not include years from other programmes at a different MQF level.

- For Apprenticeship Programmes with more than 1200 hours per year spent at the workplace the full national minimum wage shall apply.

136. Learners on paid Training Programme for Work-Placements, Apprenticeships or Internships continue to receive any social benefits due to them in the form of, but not limited to, disability and single parent benefits.



07

TRAINING PROGRAMMES AT MQF LEVEL 5 AND ABOVE: INTERNSHIPS

This section describes Internships that engage Interns in a joint programme of School-Based Learning at an accredited VET Provider and Work-Based Learning with a registered Sponsor leading to a vocational Qualification or Award at MQF Level 5 or above.

- 137.** Training Programmes for Internships fall into two categories, which determine the nature of their regulation:
- Programmes with a Work-Based Learning component of 200 hours per year or less;
 - Programmes with a Work-Based Learning component of more than 200 hours per year.

7.1 TRAINING AGREEMENTS FOR INTERNSHIPS

- 138.** Training Programmes for Internships with a Work-Based Learning component of 200 hours or less require a Training Agreement that follows the regulations for “Training Agreement for Work-Placements” stipulated in the proposed Act.
- 139.** Training Programmes for Internships with a Work-Based Learning component of more than 200 hours require a Training Agreement that follows the regulations for “Training Agreement for Apprenticeships” stipulated in the proposed Act.

7.2 TRAINING PROGRAMME SCHEDULE FOR INTERNSHIPS

- 140.** Programmes require a Training Programme Schedule that follows the regulations for “Training Programme Schedule for Work-Placements” stipulated in the proposed Act.
- 141.** In addition, the Work-Based component shall be a minimum of 200 hours.
- 142.** The sum of the hours of School-Based and Work-Based Learning components of the programme will comply with the hours specified in the Malta Qualifications Framework according to the ECVET and ECTS where applicable accredited and the level of the programme.
- 143.** All Training Programmes for Internships require a Training Programme Schedule that follows the regulations for “Training Programmes for Apprenticeships” stipulated in the proposed Act.

7.3 REMUNERATION OF LEARNERS ON INTERNSHIPS

- 144.** The Intern receives remuneration from the Sponsor for the Work-Based Learning portion of the Training Programme for Internships.
- 145.** The VET Provider has the option to set an unpaid observation period at the workplace equal to the number of observation hours stipulated in the section “Training Agreement for Apprenticeships”.

08

REGISTER OF TRAINING AGREEMENTS

WORK-PLACEMENTS, APPRENTICESHIPS AND INTERNSHIPS

This section describes the management of a register for Training Agreements pertaining to Work-Placements, Apprenticeships and Internships.

- 146.** The VET Providers shall set up and maintain a Register of Training Agreements for Training Programmes that they administer. Training Agreements are registered on receipt of a scanned electronic copy or printed copy of the original Agreement obtained from the Sponsor. No fee shall be payable for the registry of Agreements.
- 147.** Sponsors shall apply to have a Training Agreement entered in the register as soon as the Agreement is concluded. The same shall apply, to amendments to the essential stipulations of an Agreement.
- 148.** The date of registration of the Training Agreements shall not affect the date of commencement of the agreement, but a refusal to register the agreement shall cause the agreement to be null and void from the date of refusal. The date of commencement of an agreement shall be the date of signing by all the parties or such date as may be stipulated herein.
- 149.** For the purpose of data management information from the Training Agreements shall be kept in as an electronic database by the VET Providers and shall include:
- Surname, first name, date of birth and address of the Learner;
 - Learner's gender, nationality, general education school-leaving certificate, general education or vocational school last attended;
 - Surname, first name and address of the parents or legal guardians;
 - Name and address of the Sponsors and address of the training premises;
 - Surname, first name and gender of the Lead Instructors or suitably qualified individuals assigned the responsibility of mentoring and the nature of their Technical Qualifications or position in the company or place of work;
 - Skilled and Technical Occupation/s related to the Training Programme;
 - Start and end date of the Training Programme, probationary period;
 - Date of interim and final assessments;
 - Skills Qualification, level and credits to be gained.
- 150.** The Register of Training Agreements shall be maintained and updated to include information on the successful completion or early termination of programmes.
- 151.** Based on the Register, a yearly report shall be issued to the National Skills Council describing

- Training Programmes in progress by occupation, gender, nationality and level of certification;
- Training Programmes concluded that year by occupation, gender, nationality and level of certification;
- Training Programmes to be concluded in the forthcoming year by occupation, gender, nationality and level of certification.

152. The Register of Training Agreements held by the VET Providers shall be transmitted to the National Skills Council for the purposes of improving work-based training, improving the reliability of training statistics and improving the ascertainment of supply and demand in the training place market. When transmitting data, steps shall be taken to ensure the protection and security of data and, in particular, to guarantee the confidentiality and integrity of data.

09

ASSESSMENT AND CERTIFICATION

WORK-PLACEMENTS, APPRENTICESHIPS AND INTERNSHIPS

This section describes the management of assessments and certification of Work-Placements, Apprenticeships and Internships.

- 153.** Assessments shall be administered by the VET Provider, based on the Training Programme Schedule and assessment provisions as detailed in the proposed Act.
- 154.** Assessments and interim assessments can take place at the place of work or at the vocational school.
- 155.** The object of the final assessment shall be to determine whether examinees have achieved the Learning Outcomes defined in the Training Programme Schedule for both the School-Based and Work-Based components. The final assessment shall demonstrate that Learners have mastered the necessary knowledge, skills, behaviours, attitudes and Vocational Competences required to carry out a Skilled and Technical Occupation.
- 156.** In the event of failure to pass interim or final assessments, whether or not, and how the assessments may be repeated will be subject to the regulations of the specific Training Programme.
- 157.** If the final assessment is to be taken in two parts administered at different times, the first part of the assessment may not normally be repeated alone unless so stipulated in the Training Programme Regulations.
- 158.** In the event that the Learner fails the assessment, both the Sponsor as well as the Learner may choose to withdraw from this Training Agreement.
- 159.** No fee shall be payable by the Learner in connection with the final assessment.

9.1 INTERIM ASSESSMENTS

- 160.** During their Training Programme, Learners shall be given an interim assessment based on the Learning Outcomes of the Training Programme Schedule.
- 161.** Interim Assessments shall occur at least once every six months during the Training Programme.

9.2 ADMISSION TO THE FINAL ASSESSMENT

- 162.** Learners shall be admitted to the final assessment provided that:
- The Learner completed the period of Work-Based Learning or if the period is due to end no later than two months from the date set for the assessment;

- The Learner conducted and passed the prescribed interim assessments;
- The Training Agreement has been registered with the VET Provider. If the Agreement has not been registered for a reason beyond the control of the Learners or their parents or legal guardians, the Learner can still sit for the final assessment if provisions (a) and (b) in this section are met.

163. Learners shall likewise be admitted to the final assessment if they have undergone a Training Programme at a vocational school or some other vocational training facility and this qualification pathway corresponds to a Training Programme for a recognised Skilled and Technical Occupation. A qualification pathway shall correspond to a Training Programme for a recognised Skilled and Technical Occupation if it is:

- Equivalent in terms of subject matter, standards and duration to the respective Training Programme;
- Pursued in a systematic manner, in particular within the framework of the Learning Outcomes and Training Programme Schedule.

164. Learners may, after consultation with their Sponsors and VET Provider, be admitted to the final assessment before the expiry of their period of Training Programme if their performance so warrants.

165. Persons shall also be admitted to the final assessment if they produce evidence that they have been employed in the occupation for which they wish to take the assessment. Periods of Work-Based Learning in another relevant Skilled and Technical Occupation shall also be deemed periods of employment. The production of evidence of employment may be waived wholly or in part if applicants convincingly demonstrate, by producing qualifications or awards, or in some other manner, that they have acquired the vocational competence justifying admission to the assessment. Foreign education and training qualifications or awards, and periods of employment abroad, shall be thereby taken into account.

166. The decision on admission to the final assessment shall be taken by the VET Provider. If it deems that the conditions for admission have not been fulfilled, a decision shall be taken by the Board of Examiners.

167. Learners who have taken parental leave shall not incur any disadvantage for this reason when the decision on admission is taken.

9.3 BOARDS OF EXAMINERS

- 168.** The VET Provider shall establish a Board of Examiners to administer assessments for each of the industry cluster for which Training Programmes are available.
- 169.** The Board of Examiners shall take decisions concerning the grades to be given for assessment performance in individual areas and for overall assessment performance as well as decisions concerning the passing or failing of the final assessment.
- 170.** The Board of Examiners shall consist of at least three members. The members must be experts in the fields covered by the assessment and must be suitable persons to act as examiners. The vocational school teacher shall serve as Chair and a member representing the relevant industry shall act as Vice Chair.
- 171.** A quorum of the Board of Examiners shall exist if two-thirds of the members, subject to a minimum of three, are present. Decisions shall be taken by a majority of the votes cast. In the event of a vote not being unanimous, a minority report can be raised for evaluation by the Work-Based Learning Operational Board, which supervises all Boards of Examinations within the VET Provider.
- 172.** The VET Provider shall appoint members for a period not exceeding five years. Members of a Board of Examiners may be removed from the Board for good cause after consultation with the parties involved in their appointment.

9.4 ASSESSMENT RULES

- 173.** The Work-Based Learning Operational Board as established by the VET Provider shall issue Assessment Rules are to be observed in connection with the final assessment.
- 174.** The assessment rules must regulate admission to the assessment, the structure of the assessment, the criteria for assessment, the issuance of Skills Qualifications, the consequences of breaches of the assessment rules, and the possibility of repeating the assessment, within the provisions of the Act.
- 175.** The Board of Examiners shall abide by the Assessment Rules set by the Work-Based Learning Operational Board as established by the VET Provider.

176. At the end of the Training Programme, the VET Provider shall supply Learners with a written Skills Qualification or Award document.

10

TRANSFER OF LEARNERS

WORK-PLACEMENTS, APPRENTICESHIPS AND INTERNSHIPS

This section describes the management of transfer of learners on Work-Placements, Apprenticeships and Internships from one Sponsor to another when required.

- 177.** The transfer of Learners from one Sponsor to another is administered by the VET Provider.
- 178.** The specific rights and obligations of the first Sponsor shall not be inherited by the second or subsequent Sponsor.
- 179.** Requests by any party for transfer from one Sponsor to another shall require the consent of the Sponsor and the Learner. A transfer of a Learner needs prior written approval and must determine that the new Sponsor is in a position to fulfil the Training Agreement.
- 180.** The VET Provider may, at the request of either party or both, or at its own discretion, after evaluating all circumstances concerning the case, terminate the agreement by giving written notice of such decision to both parties and transfer the Learner to conduct a Training Programme with another Sponsor, when:
- Either the Sponsor or the Learner is unable to fulfil the conditions of the Training Agreement; or;
 - Either the Sponsor or the Learner fails to observe any of the conditions of this agreement; or;
 - Any difference or disagreement arises between the Sponsor and the Learner; or
 - Either the Sponsor or the Learner is convicted of a serious criminal offence.
- 181.** The VET Provider may refuse to register a transfer, which is not in the interest of the Learner.
- 182.** Subject to the provisions in this section, no such transfer shall be complete until it has been registered with a VET Provider.

11

DISPUTES

WORK-PLACEMENTS, APPRENTICESHIPS AND INTERNSHIPS

This section describes the mechanism to address disputes arising in Work-Placements, Apprenticeships and Internships.

- 183.** During the period of any dispute between a Learner and a Sponsor, the Sponsor shall be entitled as from the date of reporting the circumstances to the VET Provider to suspend the Learner from Work-Based Training, saving the right of the Learner to full reinstatement if the final decision is in the individual's favour.
- 184.** Disputes between the Learner and the VET Provider are addressed through the VET Provider's internal dispute resolution system, regulated by the conditions of accreditation of educational institutions.
- 185.** Any party aggrieved by a decision of the VET Provider under this article may, within fifteen working days from the date of notification in writing of such a decision, appeal to the National Skills Council.
- 186.** In the event of a dispute between the Sponsor and the VET Provider, either party can raise the case to the National Skills Council.

