CHAPTER 576

WORK-BASED LEARNING AND APPRENTICESHIP ACT

AN ACT to regulate Work-Based Learning and Apprenticeships within the context of a Vocational Educational and Training Programme.

6th March, 2018

ACT III of 2018, as amended by Acts II of 2020 and XXXIII of 2024.

Short title.

1. The short title of this Act is the Work-Based Learning and Apprenticeship Act.

Interpretation. *Amended by: II.2020.28.*

2. In this Act unless the context otherwise requires:

"academic year" for the purpose of this Act means that period determined as the academic year by VET providers;

"apprentices" means learners engaged in training programmes for apprenticeships in accordance with this Act;

"apprenticeships" means the programme in which apprentices are engaged on joint programmes of school-based learning at a licensed VET provider, and work-based learning with a registered sponsor, leading to a recognised vocational qualification or award as outlined in Schedule 1;

"award" refers to the title of certification of learning achieved through courses, which do not have the required number of credits at the specific Malta Qualifications Framework Level or of international qualification structures recognized by industry to be considered as a qualification;

"compulsory school age" means the age as defined in the Education Act; Cap. 605.

"conditions of employment" has the same meaning as assigned to it in article 2 of the Employment and Industrial Relations Act; Cap. 452.

"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, recognized and aggregated to count towards qualifications or awards;

"European Credit Transfer and Accumulation System (ECTS)" means the standard mechanism for comparing the study attainment and performance of students of higher education across the European Union and other collaborating European countries;

"European Qualifications Framework" means the translation tool that helps communication and comparison between qualifications systems in Europe regarding learning outcomes;

"European Quality Assurance Reference Framework" means the tool to recognise qualifications and awards received by learners across different countries or learning environments, thereby promoting modernisation, mutual trust and mobility in vocational education and training;

"financial year" means the period of twelve months ending on 31 December of any year;

"Government" means the Government of Malta;

"interns" means learners engaged in training programmes for internships in accordance with this Act;

"internships" means interns who are engaged in a joint programme of school-based learning at a licensed VET provider, and work-based learning with a registered sponsor, leading to a recognised vocational or professional qualification or award as outlined in Schedule 1;

"learning outcomes" means the knowledge, skills, behaviours and attitudes required to develop the vocational competences necessary to carry out a skilled and technical occupation;

"lead trainer" means the person designated by the sponsor to be the main reference point of the learner and to coordinate other trainers if more than one trainer is designated to the learner during the work-based learning period of a training programme;

"Malta Qualifications Framework" means the framework for lifelong learning and has the same meaning assigned to it under the Cap. 607. Further and Higher Education Act;

"Minister" means the Minister responsible for education or similar competent body, and includes, within the limits of any given authority, any person who is specifically authorised by the Minister for any of the purposes of this Act, and "Ministry" shall be construed accordingly;

"National Commission for Further and Higher Education" is the authority that accredits Vocational Education and Training Providers and their programmes as established by virtue of article 64 of the Education Act;*

*The National Commission for Further and Higher Education has been superseded by the Malta Further and Higher Education Authority - see article 3(1) of the Further and Higher Education Act

"occupational standards" means the standards, as set by the National Commission for Further and Higher Education as stipulated in the Validation of Non-Formal and Informal Learning Regulations; S.L. 607.02

"parent" or "guardian" means any person who has the legal care or custody or the care or custody of a person who has not attained the age of eighteen years;

"qualification" means the attainment of a level of knowledge and skill that makes a person suitable to do a particular employment or activity and must meet the conditions of the Malta Qualifications Framework, or of international qualification structures recognized by industry;

"school-based learning" means a period during which learners attend a period of instruction within a vocational education and training environment within post compulsory education setting as part of a training programme;

"skilled and technical occupations" means skills, trades, crafts, or other occupation or section thereof required to develop the national work force;

"skills card" means a card issued to a learner upon successful completion of a training programme indicating the level of competence attained in a recognised occupation;

"sponsors" means the organisations or individuals which are approved by VET providers to deliver the work-based learning component, or which would take the dual role and the rights and obligations of both the sponsors and the VET providers as stipulated in this Act, when delivering both the work-based and school-based training programme, leading to a qualification or award forming part of the Malta Qualifications Framework or of international qualification structures recognized by industry;

"trainer" means the person designated by the sponsor to train the learner, under the supervision of the lead trainer, during the work-based learning period of a training programme;

"training agreement" means the agreement entered into by the VET provider, the sponsor and the learner with respect to a training programme;

"training logbook" means a reflective work-based logbook, which presents a systematic report of activities conducted during the periods of work-based learning in accordance to the vocational competences and, or the programme learning outcomes;

"training programme" means an accredited learning

programme for post-compulsory education, administered by a VET provider based on learning outcomes which shall address the needs of one or more skills and technical occupation by combining systematic, structured alternating periods of work-based learning delivered by the sponsor and school-based learning delivered by a VET provider;

"training programme plan" means the definition of the specific requirements of a training programme set by the VET provider, which provides detailed information on learning outcomes, duration, timetables, examinations, credits, certification, equivalence and recognition;

"training programme vacancies" means the apprenticeship vacancies offered by sponsoring entities, as part of the training programme plan in relation to the development of vocational competences;

"VET provider" means an individual or body corporate which acts as the administrator of work placements, apprenticeships and internships there by providing vocational educational programmes at further education or higher levels, and which is licensed by the National Commission* for Further and Higher Education in accordance with the Education Act, or approved by international qualification structures recognized by industry;

Cap. 605.

"vocational competences" are the knowledge, skills, behaviours and attitude required to carry out a skilled and technical occupation, and conform to the occupational standards;

"Vocational Education and Training (VET)" means education and training which aims to equip learners with vocational education, knowledge, skills and competences required for specific occupations;

"work-based learning" means an educational approach that provides students with work experiences where they can apply academic and technical skills and develop their employability. It is a period during which learners 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 placements" means the engagement of learners with a registered sponsor to gain basic work experience and skills leading to a vocational qualification or an award as outlined in Schedule 1;

"young persons" shall have the same meaning as assigned to it in regulation 2 of the Young Persons (Employment) Regulations.

S.L. 452.92

*The National Commission for Further and Higher Education has been superseded by the Malta Further and Higher Education Authority - see article 3(1) of the Further and Higher Education Act

Objective.

3. Subject to the proviso hereto, this Act shall regulate education providers and sponsors that administer VET programmes in terms of the provisions of this Act.

Eligibility. *Amended by: II.2020.28.*

Cap. 605.

4. (1) Persons who have attained school leaving age as provided for by the Education Act shall be eligible to enrol for work placements, apprenticeships and internships in accordance with this Act.

(2) It shall be the responsibility for the VET providers to set the entry requirements for respective training programmes.

Training programme accreditation.

5. The training programme shall be subject to the accreditation processes by the National Commission for Further and Higher Education as prescribed in the applicable Act and in compliance with the Malta Qualifications Framework and any other relevant legislation or of international qualification structures recognized by industry.

Qualifications and awards.

6. (1) A learner shall be eligible for the award of a Degree or Diploma or Certificate or Award or similar after all conditions relevant to that qualification or recognition have been fulfilled and insofar as all the other obligations and responsibilities of the learner have been fulfilled.

(2) The VET provider shall establish the title of the qualification or award, the level on the Malta Qualifications Framework or on international qualification structures recognized by industry, ECVET and ECTS credits or similar, duration, and ratio of work-based and school-based learning for a training programme as defined by this Act.

Skills cards.

7. The VET provider may also decide to issue a skills card with the qualification or award, to provide the learner with portable evidence of the level of competence attained in a recognised occupation; the skills card shall include the name of the qualification holder, identification, title of the recognised occupation, title of the training programme, level of qualification or award, date of attainment, serial number and name of the awarding VET provider.

Training programme plan for work-placements, apprenticeships and internships.

8. There shall be a training programme plan that shall be part of the training agreement as described in this Act, and shall contain the following information:

(a) training programme title;

(b) relevant skilled and technical occupation;

(c) eligibility and entry requirements;

(d) calendar dates and hours to be spent at the

school-based and work-based learning locations including 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;

(e) learning outcomes and credits for school-based and work-based learning, defining the knowledge, skills behaviours and attitudes to be gained;

(f) assessments methodology providing the types of assessments, dates, duration, location at the sponsor and the VET providers premises;

(g) qualification or award level obtained on the Malta Qualifications Framework and the equivalent European Qualifications Framework or on international qualification structures recognized by industry on successful completion of the full learning programme;

(h) progression to further training programmes;

(i) due date of review of the educational content of the training programme by the VET provider.

Rights and obligations of the VET provider.

9. (1) VET providers shall act as the administrators of the training programmes and shall be responsible for the development, coordination, control, assessment and certification of the training programmes, as well as the provision of the school-based learning component and have such functions as set out in this Act and such other functions as may devolve upon them under any other law or as may be assigned by the Minister under this Act.

(2) With respect to training programmes it shall be the duty of VET providers to:

(a) develop training programmes for skills that are in demand or are expected to be in demand in the future, based on national research reports and national requirements for skilled and technical occupations;

(b) identify potential sponsor and training programme vacancies for learners;

(c) develop training programmes in consultation with sponsors;

(d) review and update the training programmes periodically at least every three years;

(e) conduct internal quality audits on training programmes and their support administrative processes;

(f) develop internal training programme regulations on educational and operational matters of the respective programmes;

(g) set up of a Work-Based Learning Operational Board, as stipulated in this Act, intended to develop, administer, control and improve all processes pertaining to the training programmes in relation to work-placements, apprenticeships and internships;

(h) deliver school-based learning as part of the training programme;

(i) conduct assessments of the skills gained by learners through work-based learning and school-based learning, based on learning outcomes specified in the training programme plan;

(j) determine the transfer of credits earned in a training programme to another, taking into account the learning outcomes acquired in the course of such previous training;

(k) compile a training programme plan as specified in this Act;

(l) develop a training programme plan so that working and training hours shall be, as reasonably possible, flexible in order to make them more accessible to learners with dependents;

(m) ensure that training programmes, systems and processes reflect the national strategy for social inclusion in education.

(3) VET providers shall ensure that consideration is given to the special training programme requirements of disabled persons and that training of disabled persons is coordinated with other measures to promote their participation in working life.

(4) With respect to qualifications and awards, it shall be the duty of the VET provider to:

(a) issue the qualification or award for each training programme in accordance with the Malta Qualifications Framework or on international qualification structures recognized by industry;

(b) exercise the voluntary option to issue a skills card as specified in this Act, to the learner on the successful completion of the training programme;

(c) issue the EUROPASS Certificate/Diploma Supplement or similar to learners on the successful completion of the training programme.

(5) With respect to training agreements it shall be the duty of the VET provider to:

(a) ensure that the content of the training agreement signed by the learners, the sponsor and the VET provider is compliant to the terms of this Act;

(b) ensure that the training programme plan pertaining to the balance of work-based learning and school-based learning is compliant in terms of this Act;

(c) maintain a Register of Training Agreements.

(6) It shall be the function of the VET provider with regards to the sponsors, trainers and learners to:

(a) supervise the suitability of sponsors and appointed lead trainers;

(b) supervise the suitability of the premises where work-based learning is held;

(c) ensure that the learners have a designated lead trainer on the work premises for the whole period of the training programme;

(d) determine the maximum number of learners that sponsors can engage, based on their respective resources for training and learning;

(e) maintain regular contact, communication and co-operation with the sponsors on all aspects of the training programme;

(f) provide information and access for learners regarding offers of work-placement, apprenticeship, and, or internship opportunities by sponsors;

(g) match learners with training programme vacancies for final selection by the sponsor;

(h) provide counselling and guidance services to learners;

(i) take all necessary action to ensure the wellbeing of learners during the work-placement, apprenticeship and, or internship opportunities provided by sponsors;

(j) mediate on issues relating to work-based learning and training which may arise between the learner and sponsor;

(k) 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;

(l) ensure that entry requirements and the selection of learners are equitable and free from discrimination on the grounds of: age, belief, creed and, or religion, colour, ethnic origin and, or race, disability, family responsibilities and, or pregnancy, family and, or civil status, gender expression and, or gender identity, genetic features, health status, political opinion, sex and, or sex characteristics, and sexual orientation.

Location of work-based learning.

10. The work-based learning component shall be provided in:

(a) companies engaged in economic activity; or

(b) organisations not engaged in economic activity, such as those of the public service and in establishments of members of the independent professions; or

(c) non-company premises in suitable facilities outside the main 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; or

(d) vocational training facilities outside the system of school-based and work-based learning and training (non-company training); or

(e) 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:

Provided that for the purpose of this 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.

Suitability of sponsors and trainers.

11. (1) The VET provider shall identify and supervise the suitability of sponsors and trainers who engage learners for the purposes of this Act, which sponsors and trainers must have the sufficient technical experience, technical qualifications and personal competences:

Provided that sponsors who do not, in the opinion of the VET provider, possess the necessary technical qualifications may only be permitted by the VET provider to engage learners after appointing trainers with the necessary technical experience, technical qualifications and personal competences to directly impart the essential training in a responsible manner on the training premises:

Provided further that 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 a period of five years in their own occupation.

(2) The VET provider shall deem that a person possesses the necessary technical qualifications if they have obtained a certification recognised by the Malta Qualifications Framework or by international qualification structures recognized by industry in a technical field corresponding to the skilled and technical occupation:

Provided that the VET provider may still recognise persons as trainers without having the technical qualifications after having produced evidence that they have acquired through experience the technical competences necessary to tutor learners;

(3) Any other person, who possesses the knowledge, skills, behaviours, attitudes and the personal competences necessary to deliver the learning outcomes defined in the training programme plan, may, under the responsibility of the lead trainer, participate in the provision of work-based learning and training processes:

Provided that a person shall not be deemed to have the necessary personal competences if he has been found guilty of repeated or serious contraventions of this Act or of the provisions issued and regulations made according to this Act.

Supervision of learners.

12. (1) The VET provider shall provide regular monitoring of the learners during the work-based period with the sponsor. Visits to learners should be at least twice per academic year, which can be part of visits pertaining to interim and final assessments.

(2) The VET provider may conduct any inspection and request information from the sponsor as it may deem necessary to ascertain that the learner is receiving adequate training in relation to

the agreed learning outcomes:

Provided that if the VET provider deems that the learner is not receiving adequate training, it shall order the sponsor to remedy the situation and in the event that the sponsor fails to comply, the learner may be withdrawn from the sponsorship.

Suitability of premises.

13. (1) The VET provider shall ascertain that the premises of the sponsors are suitable in accordance with the provisions of this Act.

(2) The VET provider shall verify that the environment and the equipment at such premises are suitable for the learning objectives of the training programme and that the ratio of learners and the training facilities or of skilled staff is adequate to ensure the achievement of work-based vocational competences for the required work-based learning:

Provided that training premises where the necessary vocational knowledge, skills and competences cannot be imparted in their entirety, shall be deemed suitable, only if those competences can be imparted through work-based learning at alternative training premises approved by the VET provider.

Rights and obligations of sponsor. *Amended by: XXXIII.2024. First Schedule.*

14. (1) It shall be the right of the sponsor to:

(a) select prospective learners who apply for training programme vacancies;

(b) advertise work-based learning and training programme vacancies through the VET providers or independently.

(2) sponsors may be eligible for tax incentives for the cost incurred to engage a Learner on a training programme.

(3) It shall be the obligation of the sponsor to:

(a) pay a remuneration to the learner in accordance with the rate established by the relevant legislation, for the duration of the time the learner spends at the place of work as part of the work-based learning component, as predefined in the training programme plan;

(b) ensure that learners are provided with the environment to achieve the learning outcomes as defined in the training programme plan;

(c) run the work-based training process systematically, in accordance with the training programme plan, syllabus and timetable, in an appropriate form so that the

training is achieved within the specified period;

(d) allow learners to attend school-based learning sessions, assessments or any other commitments, which are related to the training programme, as specified in the training programme plan;

(e) allow learners to participate in international exchanges which are related to work-based learning and which provide for the development of vocational competences as part of the training programme plan;

(f) identify individuals who possess technical knowledge, experience and personal competence to act as lead trainers in terms of this Act;

(g) ensure that learners have a designated lead trainer on the work premises for the whole period of the training programme;

(h) entrust work-based training to the lead trainers or to suitable competent persons as agreed with the VET provider for the whole period of the training programme, and to other trainers who shall remain under the direction of the lead trainer;

(i) ensure that the lead trainer is available at all times to monitor the learner and ensure that the learner is receiving adequate training;

(j) 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 assessment, administered by the VET provider;

(k) provide the premises and equip learners 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 period;

(l) allow learners to attend at 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 plan:

Provided that such allowance shall only be possible by prior agreement with the sponsor before the commencement of the learning programme as specified in the

training agreement;

(m) oblige learners to keep a written training logbook record up to date, and to inspect the records insofar as such records are required as part of the work placement, apprenticeship or internship;

(n) provide proper health and safety equipment and facilities in accordance with the Health and Safety at Work Act; Cap. 646.

(o) ensure that learners are covered by the sponsor's public liability insurance and vehicle insurance, where appropriate;

(p) ensure that learners are entrusted with tasks that serve the purpose required for the development of, and are commensurate with, the physical abilities;

(q) ensure that the learners' well-being is safeguarded and that they are trained in an environment that is free from discrimination, work place bullying or harassment;

(r) present training agreements to be entered 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;

(s) retain records of the training agreements and a record of 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 training programme and the subsequent three years;

(t) immediately inform the VET provider of any learner's shortcomings in order for necessary action to be taken;

(u) allow access for monitoring purposes by the VET provider's official representatives and any other official who is authorised by the VET provider.

15. (1) Learners shall have the following rights: Rights and obligations of learners.

(a) learners may be eligible to benefit from student's maintenance grant in terms of the Student Maintenance Grant Regulations; S.L. 327.178

(b) learners on apprenticeship programmes have the

right to an income equivalent to the national minimum wage per hour for the hours spent at the workplace as stipulated in the training programme plan. The income per hour is calculated as the income derived from the sponsor and from the student maintenance grant.

(2) Learners shall have the following obligations:

(a) perform tasks entrusted to them as part of their work-based training;

(b) undergo vocational education and examinations as outlined in the training programme plan set by the VET provider;

(c) abide by the instructions given to them within the framework of their work-based training by the sponsor, trainers or any other persons entitled to give them such instructions;

(d) attend for work-based learning component in accordance to the pre-established training programme plan set by the VET provider;

(e) attend for any school-based learning as provided by the VET provider or any other service provider according to the needs, without absenting themselves for unjustified reasons;

(f) update the training logbook on a regular basis as established by the VET provider in accordance to the requirements of the training programme;

(g) notify the VET provider if the sponsor is not adhering to the conditions established in the training agreement;

(h) abide by the rules of behaviour as established by the sponsor and the VET provider.

Training agreements.

16. (1) There shall be a training agreement for work placements, apprenticeships and internships as outlined in Schedule 2, which agreements have to be signed before the commencement of the training programmes by the sponsor, the learner and the VET provider:

Provided that if the learner is a young person, the learner's parents or legal guardians shall sign the training agreement before the commencement of the training programme.

(2) The sponsor shall provide all signatories with a copy of the signed contract on the date of signing.

(3) A training agreement is binding if it has been registered with a VET provider in accordance with the provisions of this Act.

(4) A training agreement is binding throughout the duration of the programme.

(5) Any agreement departing from the provisions of this Act to the detriment of the learner shall be null and void.

(6) Nothing contained in this 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.

(7) Nothing contained in this 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.

Termination of work placements, apprenticeships and internships.

17. (1) The training programme shall end upon the expiration of the period of training and upon successful completion by the learner of the training programme as established in the training agreement:

Provided that if upon expiration of the term of training the learner fails to successfully complete the training programme the learner may request an extension until the next possible occasion for successful completion of the training programme which period shall not be extended for more than one year.

(2) The work-based component of the training programme can be terminated in accordance with the relevant legislation regulating the probationary period.

(3) Where the learner submits his resignation from a training programme such 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.

Notice.

18. A learner who discontinues the work-based period before the time specified by the training agreement shall not be liable to pay the sponsor any amount in respect of the training received during the time spent at work as well as for the remainder of time specifically agreed upon for the work-based period.

Register of Training Agreements.

19. (1) It shall be the duty of the VET providers to set up and maintain a register for the training programmes that they administer.

(2) It shall be the duty of the sponsor upon the commencement of the training agreement to register the training agreement with the VET provider. If a training agreement is amended, the sponsor shall register, as soon as practicable, such amended training agreement with the VET provider.

(3) The date of registration of the training agreement shall not affect the date of commencement of the agreement, but a refusal by any party 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 therein.

(4) It shall be the duty of the VET provider to maintain and update the Register of Training Agreements to include information on the successful completion or early termination of programmes.

(5) The VET provider shall be responsible to submit an annual report to the National Commission for Further and Higher Education, *inter alia* on the following:

(a) training programmes in progress by occupation, gender, nationality and level of certification;

(b) training programmes concluded that year by occupation, gender, nationality and level of certification;

(c) training programmes to be concluded in the forthcoming year by occupation, gender, nationality and level of certification:

Provided that the National Commission for Further and Higher Education shall have the right to request any further information as it may deem fit and the VET provider shall be obliged to provide any such information as may be requested.

Assessment and certification.

20. (1) It shall be the duty of the VET provider to administer interim assessments and final assessments based on the learning outcomes in the training programme plan.

(2) Interim assessments shall occur at least once every six months during the training programme.

(3) Interim assessments can take place at the place of work or at the premises of the VET provider or any other premises, which may be designated by the VET provider. The object of the final

assessment shall be to determine whether learners have achieved the learning outcomes defined in the training programme plan 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.

(4) The sponsor may withdraw from the training agreement with the VET provider and the learner if the learner fails the final assessment.

(5) Learners shall be admitted to the final assessment provided that:

(a) the Learner completed the full period of combined school-based and work-based learning in accordance with the training programme plan or if the period is due to end no later than two months from the date set for the assessment; and

(b) the learner conducted and passed the prescribed interim assessments.

(6) 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.

(7) In the event of failure to pass interim or final assessments, the assessments may be repeated subject to the regulations established by the VET provider.

Work-Based Learning Operational Board

21. (1) The VET Provider shall establish a Work-Based Learning Operational Board which shall consist of at least three members one of whom shall serve as Chairperson who shall have sufficient expertise and knowledge on the subject matter and shall be an employee of the VET provider:

Provided that no member appointed to serve on the Work-Based Learning Operational Board may concurrently be a sponsor of the same programme.

(2) The Work-Based Learning Operational Board shall have such functions as set out in this Act and in particular to:

(a) adapt where possible existing curricula into training programmes including a work-based learning component;

(b) review training programmes;

(c) set up a Board of Examiners for each training programme;

(d) establish regulations and policies for the Board of Examiners which shall include admission of learners for the assessment, the structure of the assessment and the criteria for assessment;

(e) oversee the operation of the Boards of Examiners;

(f) establish regulations for the assessment of training programmes.

Board of Examiners.

22. (1) The Work-Based Learning Operational Board shall establish such Board of Examiners to administer assessments for each training programme.

(2) The Board of Examiners shall take decisions with regard to the grades to be given for assessment performance in individual areas and for the overall assessment performance as well as decisions concerning the passing or failing of the final assessment.

(3) The Board of Examiners shall consist of at least three members who shall have sufficient expertise and knowledge on the subject matter.

(4) The Board of Examiners shall include a member of the VET provider's administration and a member representing the relevant industry.

(5) The Work-Based Learning Operational Board shall appoint members on the Board of Examiners for a period of two years which can be renewed to a maximum of four years.

(6) The quorum for the Board of Examiners shall be of two-thirds of the members:

Provided that at least three members are present to form a quorum.

(7) The Board of Examiners shall take decisions by a majority of votes provided that if the vote is not unanimous a minority report may be drawn up.

Transfer of learners.

23. (1) The rights and obligations of any sponsor under any training agreement may, with the consent of all parties, be transferred to another sponsor.

(2) No such transfer shall be deemed to be complete until it has been registered in the Register of Training Agreements:

Provided that the VET provider shall not register a transfer if such transfer is not in the interest of the learner or if it infringes the right of the previous sponsor.

(3) The VET provider may, upon the request of the sponsor, or learner, or both, or upon its own discretion, terminate the agreement by giving written notice of such decision to both parties, and transfer the learner to complete the training programme with another sponsor in the eventuality that:

(a) either the sponsor or the learner is unable to fulfil the conditions of the training agreement; or

(b) either the sponsor or the learner fails to observe any of the conditions of this agreement; or

(c) any difference or disagreement arises between the sponsor and the learner; or

(d) either the sponsor or the learner is convicted of a serious criminal offence.

Employment following apprenticeship.

24. (1) The sponsor is not obliged to retain the learner beyond the period of the training programme.

(2) If learners continue to work for their sponsor after their training programme has ended an employment relationship is deemed to have been established.

Disputes.

25. (1) Where, during the period of training, any dispute arises between a sponsor and a learner, the sponsor shall be entitled, as from the date of reporting the circumstances to the VET provider, to suspend the learner from work, saving the right of the learner for full reinstatement if the final decision is in the learner's favour.

(2) Disputes between the learner and the VET provider shall be addressed through the VET provider's internal dispute resolution system, regulated by the conditions of accreditation of educational institutions.

(3) There shall be a Work-Based Learning Appeals Board, hereinafter referred to as the Appeals Board, to which any party may appeal if aggrieved by a decision of the VET provider.

(4) Appeals provided for in sub-article (3) shall be filed in the Registry of the Appeals Board within fifteen working days from the date when the decision of the VET provider is communicated to the party.

(5) In the event of a dispute between the sponsor and the VET provider, either party can raise the issue to the Appeals Board.

(6) The Appeals Board shall consist of an independent chairperson and two independent members appointed by the Minister from among persons of known integrity who appear to him to be qualified by reason of experience of and capacity in matters deemed appropriate for such purpose.

(7) A member of the Appeals Board shall abstain and may be challenged in such circumstances as would disqualify a judge in terms of Sub-Title II of Title II of Book Third of the Code of Organization and Civil Procedure and in any such case the member shall be substituted by another person appointed for such purpose by the Minister.

Cap. 12.

(8) The members of the Appeals Board shall hold office for a period of three years, and shall be eligible for re-appointment.

(9) A member of the Appeals Board may be removed from office by the Minister on grounds of gross negligence, conflict of interest, incompetence, or act or omissions unbecoming a member of the Appeals Board.

Power to make regulations.

26. (1) The Minister may, subject to the provisions of this Act, make regulations to give effect to any of the provisions of this Act or to regulate or otherwise provide about any matter in respect of the functions and activities which affect work-based learning in accordance with this Act.

(2) The Minister may, acting in accordance with the provisions of this Act, make regulations for the better carrying out of the provisions of this Act and may appoint any person or body to be the designated authority for the purposes of exercising any duties or obligations which the government has under this Act.

(3) Without prejudice to his powers under the provisions of this Act, the Minister may direct any person or any department, agency, corporation or authority established by law to carry out any functions or duties in terms of this Act or of any regulations made in terms of this Act, and, or to ensure the proper implementation of this Act or of any regulations made in terms of this Act, and the Minister may by regulations prescribe and regulate the procedures and methods to be adopted by such person or department, agency, corporation or authority in exercise of such functions.

(4) The Minister may, from time to time, give to any of the entities or to any of its officers or employees such directives and orders, not being inconsistent with the provisions of this Act, as the Minister may deem opportune with regard to the policy that has to be followed by them and to the operation and implementation of their functions, and on any other matter which appears to the Minister to be connected with work-based learning, and the entity, officer or

employee concerned shall, as much as possible, without delay comply with and act in accordance with these directives and orders and shall conduct their functioning in accordance with these principles.

SCHEDULE 1

(Article 2)

Work-Placements, Apprenticeships and Internships

Malta Qualifications Framework Levels 1-4 or similar	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 Malta Qualifications Framework Level 1 to Level 4 or similar. • The learner is linked to the sponsor with a training agreement for work-placements compiled by the VET provider and the sponsor. • The learner may or may not receive remuneration for the work-based learning portion of the work-placement. • ECVET credits or similar are allocated by a VET provider for learning outcomes achieved during the work period and assessed as part of the work-placement programme. • Training programmes at these levels may also take the form of Apprenticeships as described in this Act.
Malta Qualifications Framework Levels 3-4 or similar	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 Malta Qualifications Framework Level 3 and Level 4 or similar. • 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 for the work-based learning portion of the apprenticeship. • ECVET credits or similar are allocated by a VET provider for learning outcomes achieved during the work period and assessed as part of the apprenticeship programme.

Malta Qualifications Framework Levels 5 and above or similar	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 Malta Qualifications Framework Level 5 and above or similar. • The intern is linked to the sponsor with a training agreement for internships compiled by the VET provider and the sponsor. • The intern may or may not receive remuneration for the work-based learning portion of the internship. • ECVET and ECTS credits or similar are allocated by a VET provider to learning outcomes achieved during the work period and assessed as part of the internship programme. • Training programmes at these levels may also take the form of apprenticeships as described in this Act.

Amended by: XXXIII.2024. First Schedule.

SCHEDULE 2

(Article 16)

Training Programmes

A. Training Agreements for Work-Placements

(1) Work placement with a registered sponsor which enables the learner to gain basic work experience and skill leading to a vocational qualification or award may be either remunerated or not;

(2) A training agreement for work-placements that are not remunerated shall under pain of nullity contain the following conditions:

(a) identification of the recognised skilled and technical occupation for which the work-based learning is conducted;

(b) identification of the VET provider who is acting as the overseer of the training programme;

(c) identification of the sponsor and the lead trainer within the organisation who would act as the lead trainer for the learner throughout the training programme;

(d) start, end date, duration, and the specific hours of the work-based component of the training programme;

(e) training programme plan issued by the VET provider in accordance with the provisions of this Act;

(f) indication of the premises for the work-based learning.

(3) A training agreement for work-placements that are remunerated shall under pain of nullity contain the following conditions:

(a) identification of the recognised skilled and technical occupation for which the training programme is conducted;

(b) identification of the VET provider that is acting as the overseer of the training programme;

(c) identification of the sponsor and the lead trainer within the organisation throughout the training programme;

(d) start, end date, duration and hours of the work-

based period;

(e) activities taking place outside the training premises;

(f) hours of work-based learning;

(g) hours of unpaid observations period;

(h) probationary period;

(i) payment of wage and the rate to be applied;

(j) payment of maintenance grant and the rate to be applied;

(k) payment of overtime and the rate to be applied;

(l) payment of bonuses;

(m) payment of national insurance for the purpose of social security, and any other insurance;

(n) time off allocated for the purpose of school-based learning, including assessment with the VET provider;

(o) holiday leave and sick leave in accordance to national legislation;

(p) conditions under which the training agreement may be terminated;

(q) reference to collective agreements, plant agreements or service agreements applicable to the training relationship and indications where the documents can be accessed;

(r) training programme plan issued by the VET provider in accordance with the provisions of this Act;

(s) location of the premises where the work-based learning shall be provided;

(t) identification of the sponsor and the lead trainer responsible for the apprentice.

(4) Where the learner is a young person such learner shall still be regulated in terms of the Young Persons (Employment) Regulations throughout the training period. S.L. 452.92

(5) During the VET providers' Christmas, Easter and

summer breaks, learners may attend the work-based learning component of the training programme as agreed with the sponsor in the training programme plan.

(6) Learners on a training programme for work placements, whether paid or unpaid, continue to receive any social benefits due to them in the form of, but not limited to, disability and single parent benefits.

B. Training Agreements for Apprenticeship

(1) A training relationship shall be established upon the signing of the training agreement between the VET provider, sponsor and the apprentice.

(2) 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.

Cap. 452.
S.L. 452.92
Cap. 318.

(3) Apprentices shall be regulated in terms of the Employment and Industrial Relations Act, the Young Persons (Employment) Regulations, if applicable, and the Social Security Act with regards and not limited to:

(a) probation period;

(b) work-based learning hours;

(c) overtime;

(d) cost of living increases;

(e) health and safety at work;

(f) vacation leave and sick leave;

(g) maternity leave, parental leave and leave for urgent family reasons;

(h) public holidays falling on weekly day of rest;

(i) wages to be paid at regular intervals;

(j) payment of statutory bonuses;

(k) rights to social security benefits;

(l) 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 plan.

(4) The training agreement shall also establish the apprentice's eligibility to work overtime provided that the sponsor has obtained the necessary written consent from the VET provider.

(5) Apprentices are entitled to avail themselves of up to four days of unpaid study leave per academic year to be used during assessment periods upon presentation of official timetables from the VET provider.

(6) During the VET providers' Christmas, Easter and summer breaks, learners are to attend the work-based learning component of the training programme as agreed with the sponsor in the training programme plan, and subject to the minimum hours required for the work-based learning component as required by this Act.

(7) The sponsor shall not grant any leave on any day during which the learner shall be required to attend school-based learning as part of the training programme.

(8) Learners shall be remunerated by the stipulated income for up to a maximum of six weeks if they are:

(a) available for the programme, but work-based learning and training is not provided;

(b) prevented for any other personal reason beyond their control from discharging their obligations under the training agreement.

(9) The training agreement shall, under pain of nullity, contain the following:

(a) identification of the recognised skilled and technical occupation for which the training programme is conducted;

(b) identification of the VET provider that is acting as the overseer of the training programme;

(c) identification of the sponsor and the lead trainer within the organisation throughout the training programme;

(d) start, end date, duration and hours of the work-based period;

(e) activities taking place outside the training premises;

(f) hours of work-based learning;

(g) hours of unpaid observations period;

(h) probationary period;

(i) payment of wage and the rate to be applied;

(j) payment of maintenance grant and the rate to be applied;

(k) payment of overtime and the rate to be applied;

(l) payment of bonuses;

(m) payment of national insurance for the purpose of social security, and any other insurance;

(n) time off allocated for the purpose of school-based learning, including assessment with the VET provider;

(o) holiday leave and sick leave in accordance to national legislation;

(p) conditions under which the training agreement may be terminated;

(q) reference to collective agreements, plant agreements or service agreements applicable to the training relationship and indications where the documents can be accessed;

(r) training programme plan issued by the VET provider in accordance with the provisions of this Act;

(s) location of the premises where the work-based learning shall be provided;

(t) identification of the sponsor and the lead trainer responsible for the apprentice.

(10) A training agreement regulating apprenticeship shall be null and void if it:

(a) obliges learners to pay for their training programme;

Cap. 452. (b) imposes penalties on the learner other than

penalties regulated by the Employment and Industrial Relations Act;

(c) excludes or limits claims to compensation for damages, and, or determines the rate of compensation for damages as a lump sum.

(11) Learners on a training programme of apprenticeship continue to receive any social benefits due to them in the form of, but not limited to, disability and single parent benefits.

C. Training Agreement for Internships

(1) A training agreement for internships shall be concluded before the commencement of a training programme and shall be signed by the VET provider, sponsor and the intern.

(2) Internship may be either remunerated or not remunerated.

(3) A training agreement for internships that are not remunerated shall, under pain of nullity, contain the following conditions:

(a) identification of the recognised skilled and technical occupation for which the work-based learning is conducted;

(b) identification of the VET provider who is acting as the overseer of the training programme;

(c) identification of the sponsor and the lead trainer within the organisation who shall act as the lead trainer for the learner throughout the training programme;

(d) start, end date, duration, and the specific hours of the work-based component of the training programme;

(e) training programme plan issued by the VET provider in accordance with the provisions of this Act;

(f) indication of the premises for the work-based learning.

(4) A training agreement for internships that are remunerated shall, under pain of nullity, contain the following conditions:

(a) identification of the recognised skilled and technical occupation for which the training programme is conducted;

(b) identification of the VET provider that is acting as the overseer of the training programme;

(c) identification of the sponsor and the lead trainer within the organisation throughout the training programme;

(d) start, end date, duration and hours of the work-based period;

(e) activities taking place outside the training premises;

(f) hours of work-based learning;

(g) hours of unpaid observations period;

(h) probationary period;

(i) payment of wage and the rate to be applied;

(j) payment of maintenance grant and the rate to be applied;

(k) payment of overtime and the rate to be applied;

(l) payment of bonuses;

(m) payment of national insurance for the purpose of social security, and any other insurance;

(n) time off allocated for the purpose of school-based learning, including assessment with the VET provider;

(o) holiday leave and sick leave in accordance to national legislation;

(p) conditions under which the training agreement may be terminated;

(q) reference to collective agreements, plant agreements or service agreements applicable to the training relationship and indications where the documents can be accessed;

(r) training programme plan issued by the VET provider in accordance with the provisions of this Act;

(s) location of the premises where the work-based learning shall be provided;

(t) identification of the sponsor and the lead trainer

responsible for the apprentice.

(5) Where the learner is a young person, such learner shall still be regulated in terms of the Young Persons (Employment) Regulations throughout the training period. S.L. 452.92

(6) During the VET providers' Christmas, Easter and summer breaks, learners may attend the work-based learning component of the training programme as agreed with the sponsor in the training programme plan.

(7) Learners on a training programme for interns, whether paid or unpaid, continue to receive any social benefits due to them in the form of, but not limited to, disability and single parent benefits.