Annex 3: Internship Agreement

INTERNSHIP AGREEMENT

This Unpaid Internship is between

(1) The Ministry hereinafter referred to as 'the Employer' _____and

(2) Mr/Ms_____ from_____ (country) having

Identity Card Number/ Passport No _____currently enrolled in the

course_____ hereinafter referred to as 'The

Intern'.

It is agreed that the Employer will employ the Intern and the Intern will work for the Employer on the following terms and conditions:

1. Job title – Unpaid Internship

Job position is that of an Unpaid Internship with the Malta Public Administration.

2. Terms of Service

This Agreement is for a temporary internship. The Intern is not being engaged with the Public service as a public officer. This is an Internship Agreement for a short unpaid definite period of time.

This definite Unpaid Internship Agreement with IPS/Ministry:

- begins on _____ and.
- ends on _____.

3. **Hours of work**

The Intern's normal working hours will be the following: _____

4. **Place of work**

The Intern's normal place of work will be within the Ministry_____.

5. **Absences due to sickness or injury**

In the event of incapacity due to sickness or injury the Intern must advise the respective Ministry on the first day of absence.

6. **Employer's (Ministry/Entity) Responsibilities**

By entering this contract, the Ministry/ Entity as the Employer commits to the following obligations:

- **Employment Terms**: Treat the Intern as an employee performing Internship duties for the Ministry/Entity.
- **Applicable Laws and Regulations:** Shall at all times comply with all applicable laws, regulations, and statutory requirements, including but not limited to labour laws, health and safety regulations, anti-discrimination laws, and data protection legislation. The Employer agrees to implement and maintain policies and procedures necessary to ensure compliance with such laws.
- **Supervisor Allocation**: Allocate the Intern the respective supervisor and ensure that the supervisor is acting according to his/her responsibilities.
- **Work Commitment:** Ensure that the Student Worker works within the parameters specified in **Sections 4 to 7** of this contract.

7. **Supervisor's Responsibilities**

The Supervisor shall be responsible for the following duties in relation to the Intern:

- **Work Relevance:** Ensure that the tasks assigned to the Intern are directly related to their field of study and contribute to their educational and professional development.
- **Performance Monitoring:** Regularly assess the Intern's performance, providing constructive feedback and identifying areas for improvement in the form and frequency indicated by IPS.
- **Schedule of work:** The supervisor must set a schedule of work with the Intern.
- **Skill Development**: Equip the Intern with relevant skills and knowledge to enhance their competency in a professional environment.
- **Mentorship**: Offer guidance and support to foster the student's growth and development within the organisation.

- **Work Commitment:** Ensure that the Intern works within the parameters specified in **Sections 4 to 7** of this contract.

8. The Intern's Responsibilities

The Intern Obligations under this Agreement:

- **Maintain Full-Time Student Status:** The Intern must remain enrolled as a full-time student. In the event that the Intern discontinues his/her studies for any reason, they must promptly inform both the Employer and IPS and this agreement shall be automatically terminated on the same date of termination of the Intern's full-time studies.
- **Health and Performance Disclosure**: The Intern shall be obliged to notify his/her Supervisor of any conditions that may affect his/her performance, conduct, or interaction within the workplace. If the Intern suffers from any condition requiring special attention, he/she is to inform the Supervisor and the Employer shall be obliged to take all necessary measures in order to facilitate the continuance of the Intern's employment and to provide the special attention which may be required.
- **Schedule of work**: The Intern must submit the a schedule of work.
- **Compliance with Policies**: The Intern shall adhere to all rules, regulations, and policies set by the Employer.
- **Work Commitment**: The Intern undertakes to work within the parameters specified in **Sections 4 to 7** of this contract.
- **Punctuality and Ethical Conduct**: The Intrern undertakes to attend at the place of work and to do so regularly and punctually and to carry out his/her duties with diligence, competence and integrity.
- **Seeking Support**: The Intern should proactively seek guidance and support from his/her Supervisor on matters related to work performance or any other work-related concerns.

9. The Institute for the Public Services Responsibilities

By means of this agreement IPS commits to:

1. Monitor that the above contractual obligations are being adhered to, if and when deemed necessary.
2. Inform both the Intern and Employer at least one month in advance unless otherwise stated that the contract is going to be terminated from IPS's side, unless there exist grave and serious reasons for summary termination without notice.
3. Keep the parties concerned informed of any changes to the policies and procedures in place.

10. Data Protection Compliance

Personal data collected in connection with this contract is protected under the provisions of the General Data Protection Regulation (GDPR) and will only be used by the Institute for the Public Services (IPS) for administrative purposes.

The Student Worker is responsible for familiarising himself/herself with and adhering to the data protection legislation and practices in force at the workplace. Full compliance with these regulations must be maintained throughout the duration of the employment period.

11. **Confidentiality & Data Protection**

The Intern may not disclose any information of a confidential nature other than in the proper course of the internship, either during or at any time after the termination of the internship. Such information includes that relating to the Employer, the Employer's customers/clients or suppliers. The Intern shall not use any such information in a manner which may either directly or indirectly cause loss to the Employer. Confidential information includes (but is not limited to) personal and confidential data, financial information, commercial information, technical information, sales and marketing information and trade agreements or negotiations.

The Intern is to familiarise and abide by the current data protection legislation and practices at the place of work and strictly adhere to them. Interns will need to adhere with the General Data Protection and Regulation (EU) 2016/679 and the Data Protection Act Cap (Chapter 586 of the Laws of Malta)[2].

12. **Property**

The Intern acknowledges that all files, customer/client records, lists, books, records, literature, software, products, and work products developed by the Intern in the course of the internship, and other materials owned by the Employer or used by the Employer in connection with the conduct of business shall at all times remain the sole property of the Employer. The Intern agrees that upon request and/or upon termination of the internship hereunder, howsoever arising, the Intern shall surrender to the Employer all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Employer.

13. **Gratuities**

The Intern must immediately report in writing to respective Ministry any offer by customers, suppliers, distributors, and other such persons having a similar connection with the Employer, whether actual or prospective, any offer of gifts or services. The Intern must not accept or agree to accept such offers without the prior written agreement of the respective Ministry. This applies to any gifts or services offered directly or indirectly from any person firm or company with whom the Employer conducts business or may conduct business.

14. **Work Plan**

The Intern will develop a work plan of the respective duties together with the Employer covering the duration of the internship.

15. **Report**

It is recommended that the Intern provides a short-written report at the end of the internship to demonstrate how the learning objectives were met and their working experience. The report shall be presented to IPS within 30 Days/ end of internship and sent to IPS on _____

16. **Responsibilities**

The Intern is responsible for carrying out the designated duties and responsibilities. Such duties and responsibilities may be periodically revised according to needs of the Employer. Failure to carry out such responsibilities in a professional, timely and responsible manner may lead to termination of this agreement by the Employer.

17. **Accountability**

In the execution of the duties and responsibilities, the Intern shall be accountable to the Ministry_____, and/or his/her delegate.

18. **Equal opportunities**

The Employer is an equal opportunities employer. The Intern is required to familiarise themselves with current practices and policy regarding equal opportunities and take all necessary steps to ensure that they are properly observed. Failure to comply with the terms of the policy may result, in serious cases, to dismissal.

19. **Right to search**

The Employer reserves the right to search Interns if the Employer believes that its Alcohol and Drugs Abuse Policy has been infringed or if it believes that an Employee may have committed a criminal offence.If the Intern refuses to comply with the Employer's Search Procedure, such refusal may lead to the termination of this agreement.

20. **Compensation**

The Intern will compensate the Employer in respect of any liability incurred by the Employer as a direct consequence of the Intern's negligence, breach of contract, breach of duty or breach of trust in relation to the affairs of the Employer.

21. **Insurance and other Costs borne by the Intern**

The intern must have an updated Travel and Health Insurance which covers the duration of the intern's stay in Malta and covers all the other expenses for personal belongings, specific medical intervention, travel, repatriation, and adequate cover for the internship in Malta which includes civil liability. The Malta Public Service will not be accountable for any type of incurred costs.

- The Employer accepts no responsibility for costs arising from accidents and/or illness incurred during this internship.

- The Intern is to provide a statement from a medical professional that they are in good health, fit to travel and have received all the vaccinations required for residence in Malta.

- The Intern is responsible for obtaining necessary visas. The Employer will only support the visa process if requested to do so by the Maltese authorities.

22. **Termination of the Definite Agreement**

This agreement may be terminated by the Employer:
- For any of the conditions laid out in this agreement;
- If the Intern is no longer undergoing the course of studies which they declared in this agreement;

The Intern may terminate this agreement giving two weeks' notice and proper regard to any pending work.

This agreement will automatically be terminated between the two parties within the allocated time period from the date of signing below. There shall be no automatic renewal of this agreement and any subsequent agreements between the two parties following this agreement shall not be deemed to be an extension of this agreement.

The Intern is not entitled to any expectation of employment at the end of the internship.

23. **Governing Laws**

This agreement shall be governed by the Laws of Malta.

SIGNED BY THE INTERN .....

DATE .....

SIGNED BY THE MINISTRY/ENTITY .....

DATE .....

SIGNED BY IPS (AS THE SCHEME OWNER) .....

DATE .....