

This agreement shall govern the relationship between Malta ICOM Educational, hereinafter referred to as 'the educational institution' and (name of the student with Identity card number), hereinafter referred to as 'the student'. By accepting an offer to study at the institution and completing the registration and enrolment process, the institution and the student agree to abide by the terms of this agreement. The terms of this agreement will become effective upon registration and payment to the institution of the fees for the educational programme of study.

Student name:

Student ID number:

Student address:

1. **NAME OF EDUCATIONAL PROGRAMME: Bachelor of Science (Honours) Physiotherapy**
2. **AWARDING BODY: Malta ICOM Educational Ltd**
3. **NUMBER OF CREDITS: 240 ECTS**
4. **EQF/MQF Level: 6**
5. **DURATION IN YEARS: 4**

As a full-time undergraduate student, you must complete your four-year full-time degree within eight years of registration. On other courses, if the usual duration of your course (full-time or part-time) is one year, you must complete your degree within two years. If the usual duration of your course (full-time or part-time) is two years, you must complete your degree within four years. This period includes periods of suspension, interruption of studies and withdrawal from Malta ICOM Educational.

For students that switch between part-time and full-time modes of study, their maximum period of registration shall be calculated on a pro-rata basis to the full-time equivalent. Switching between part-time and full-time study modes is subject to the necessary availability and approvals.

6. **START DATE: October 2024**
7. **END DATE: September 2028**
8. **TOTAL HOURS: 6.000 h**
9. **MODE OF DELIVERY: Full Time**
10. **LANGUAGE OF INSTRUCTION: Italian/French/English**
11. **ADDRESSES WHERE THE PROGRAMME WILL BE DELIVERED: Santa Venera / Gzira**
12. **ADDRESSES WHERE PLACEMENTS/ CLINICAL TRAINING WILL BE DELIVERED: Italy /France**
13. **ENTRY REQUIREMENTS:**

The entry requirements for your chosen course are detailed on the website and/or in the conditions stated in your offer letter. Please review these requirements to ensure that you are eligible for entry to your chosen course. Suppose you are found not to have all the relevant entry requirements. In that case, Malta ICOM Educational has the right to withdraw its offer to you, or if you have begun your course of study, Malta ICOM Educational has the right to withdraw you from the course.

(www.icomosteopatia.com)

14. **STRUCTURE OF PROGRAMME:**
(See the handbook)
15. **THE INTENDED LEARNING OUTCOMES:**
(See the handbook)
16. **THE TEACHING, LEARNING AND ASSESSMENT POLICIES:**
(<https://qualifications.ncfhe.gov.mt/#/qualifications/0dc9738a-1734-42c7-a199-a2223dc4785b>)
17. **ACADEMIC QUALIFICATION LEADING TO REGULATED PROFESSION:**

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Fitness to practise

- i. If you are applying for a course that leads to registration with a professional body (e.g., osteopathy or physiotherapy), once you have received an offer, you may be contacted regarding certain health and immunization criteria and your place may be conditional upon your suitability.
- ii. Adherence to the Fitness to Practise Standards is an ongoing requirement throughout your enrolment at Malta ICOM Educational and any change in your circumstances that may affect your Fitness to Practise should be declared to Malta ICOM Educational, may be investigated in accordance with the Fitness to Practice Standards, and could result in you being withdrawn from your course.

18. THE GRADING SYSTEM:

(See the handbook)

19. THE EDUCATION FEES:

- I. For undergraduate students beginning their studies between September 2024 and August 2025, Malta ICOM Educational will charge the tuition fees that are stated in your offer letter, on the course webpage and in the prospectus for the first year of study.
- II. It is your responsibility to pay any deposit and your fees on time and in the full amount as stipulated in your offer letter. Malta ICOM Educational has the right to withdraw its offer of a place to study if you fail to pay any deposit owed before you commence your studies.
- III. Malta ICOM Educational further has the right to impose sanctions potentially leading to it preventing your progression to the next year of study and/or your withdrawal from study if you fail to pay your tuition fees once you are a student at Malta ICOM Educational. Where there is an outstanding tuition fee debt, Malta ICOM Educational reserves its right to withhold evidence of your award and/or to take legal action against you. If you fail to pay any other (non-tuition fee) sums you owe to Malta ICOM Educational, the institution reserves the right to take action to recover those sums, and in certain circumstances taking legal action to recover debts owed.

20. CANCELLATION AND REFUND POLICY:

- I. Once you have accepted your offer of a place at Malta ICOM Educational you have 14 days in which to cancel your acceptance (“the Cooling Off Period”) and you can do so for any reason. To exercise the right to cancel, you must inform Malta ICOM Educational of your decision to cancel this Contract by a clear statement. Malta ICOM Educational will accept notice of cancellation sent by email to segreteria@icomedical.com
- II. If you cancel your acceptance within the Cancellation Period, any fees paid by you to Malta ICOM Educational will be refunded in full. Malta ICOM Educational will process refund payments in accordance with Malta ICOM Educational Refund Policy.
- III. This agreement does not preclude you from taking further action under the Consumer Affairs Act (Cap 378 Laws of Malta).
(See the refund pdf)

21. WITHDRAWAL PROCEDURE:

(See the withdrawal from studies from pdf)

22. MALTA ICOM EDUCATIONAL OBLIGATIONS:

- I. Provide to the student the teaching, assessment, and other educational services for which the student is enrolled, and the educational institution shall take all the steps which are reasonably in its power to provide these educational services in accordance with the terms of this agreement.
- II. Guarantee the students' rights, including the right to obtain assessment results upon the student having completed all the necessary assessment requirements of the programme or parts thereof.
- III. Provide formal, clear, and fair procedures for handling student issues in relation to appeals from the result
- IV. Advise the intending overseas students of their duty to furnish the educational institution with any change in their contact details, which include their residential address and telephone number in Malta, as well as a contact address overseas, following the completion of their studies.

(See the handbook and Malta ICOM quality handbook pdf)

23. STUDENT OBLIGATIONS:

- I. Disclose to Malta ICOM Educational full and accurate academic and personal information as required for applications for admission, registration, and enrolment purposes.
- II. Inform Malta ICOM Educational if there is any change to the academic or personal information that was provided at admission, registration, or enrolment stage as soon as is reasonably practicable
- III. Fulfil all the academic requirements of the educational programme, including participating in lectures/tutorials or other guided-learning activities, submitting coursework/assignments on time, participating in course-related activities, and adequately preparing and sitting for examinations/assessments.
- IV. Abide by any statutes, regulations, rules, and policies which are in place at Malta ICOM Educational, and which apply to students.
- V. Overseas students shall provide Malta ICOM Educational with any change in their contact details, which include their residential address and telephone number in Malta as well as a contact address overseas, following the completion of their studies.

24. MALTA ICOM EDUCATIONAL DEFAULT CLAUSE:

If any of the events below occur Malta ICOM Educational will be default of the student contract agreement:

- i. The educational programme does not start on the agreed starting day or on the day agreed with all the students enrolled for the course, after being adequately informed with the valid reasons for the delayed start.
- ii. The educational programme ceases to be provided at any time after it starts but before it is completed.
- iii. The educational programme is not provided to the student, according to local or foreign licensing and accreditation terms and conditions, due to a condition or restriction imposed on the educational institution by the Authority in accordance with the regulations in S.L.607.03 or due to the revocation, by the Authority, of the applicable license or accreditation in accordance to S.L.607.03.
- iv. The educational institution fails to issue all examination and other assessment results to the student upon the student having completed all the necessary assessment requirements of the programme or parts thereof.

When the educational institution is in default, the agreement will be terminated and the student will, where applicable, be refunded the tuition fees which would have been paid up to that day and any other expenses, such as travel and accommodation expenses, incurred for the purpose of studying in Malta for the current academic year.

Where the intending student or the student has withdrawn from the programme before the day on which such circumstances arise, the educational institution shall not be deemed to be so in default.

25. DEFAULT CLAUSES FOR STUDENTS:

If any of the circumstances below occurring, the students shall be deemed to be in default of their student contract agreement in relation to the educational programme they are enrolled in:

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

When the student is in default, the agreement will be terminated, and the student will not have the right be refunded the tuition fees which would have been paid up to that day.

26. DISPUTE RESOLUTION CLAUSE:

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The educational institution and the student shall attempt to resolve any dispute by following this procedure (explain the process by which both parties intend to resolve any dispute which may arise from the agreement). This agreement is governed by Maltese Law and does not preclude the parties from seeking other legal remedies provided under the Laws of Malta.

27. DATA SHARING CLAUSE:

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



Signature

Alfonso Mandara

Head of Institution's name

_____ date

_____ Signature

_____ Student's Name

_____ date



INFORMATION ON THE PROCESSING OF PERSONAL DATA **pursuant to Art. 13 Regulation (EU) 2016/679**

Foreword

The "European Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data" provides for the protection of persons and other subjects with regard to the processing of personal data.

We would hereby like to explain to you the purposes and methods by which we collect and process your personal data. In particular, we provide you with the following information:

1. Identity and contact details of the data controller:

The company which will process your Personal Data for the main purposes set out in Section III, points a), b) and c) of this Notice and which, therefore, will play the role of data controller according to the relevant definition contained in Article 4 at point 7) of the Regulation, "the natural or legal person, public authority, service or other body which alone or jointly with others determines the purposes and means of the processing of personal data" is:

Malta Icom Educational Ltd. - 14 Triq Sir Frederick C. Ponsonby, Il-Gżira GZR 1075, Malta (hereinafter the Data Controller)

The Data Controller, for some processing operations as identified in Section III, points a), b) and c) of this Policy, will be joined by the company listed below, which will act as co-processor, meaning "two or more companies that jointly determine the purposes and means of the processing" as provided for in Article 26 of the Regulation:

CCFO MALTA ICOM S.R.L., with registered office at G. Matteotti, 62 in Cinisello Balsamo

(hereinafter the Data Controller)

The Data Controllers have entered into a co-ownership agreement, pursuant to Article 26 of the Regulation, whereby they have undertaken to

- jointly determine certain purposes and methods of the Processing of your Personal Data;
- to jointly determine, in a clear and transparent manner, the procedures for providing you with timely feedback should you wish to exercise your rights, as set out in Articles 15, 16, 17, 18 and 21 of the Regulation as well as in cases of portability of Personal Data as set out in Article 20 of the Regulation as further described in Section I of this Notice;
- jointly define this Information Notice in the parts of common interest indicating all the information required by the Regulation.

It will be possible to contact the data controller or the joint data controller using the following contact details:

- Tel: **02 61291582**
- Mail: **ccfocinisello@icomedicine.com**
- P.e.c.: **ccfoicomalta@pec.it**

2. Identity and contact details of the Data Protection Officer

CCFO MALTA ICOM srl and Malta ICOM Educational Ltd have appointed a Data Protection Officer who can be contacted by email at dpo@icomedicine.com

3. Purpose of the processing and legal basis

The processing of personal data which is necessary, relevant and not excessive, consequent to the student's enrolment at the Educational Institute will take place for the purpose of establishing, perfecting and maintaining the relationship with the Institute itself for the pursuit of the institutional purposes of the Institute as well as those provided for by laws, regulations and EU legislation, as well as provisions issued by Authorities and supervisory and control bodies.

Furthermore, CCFO MALTA ICOM srl and Malta ICOM Educational Ltd may process your data for the fulfilment of accounting and tax obligations.

For the above-mentioned purposes, the provision of data is optional, but indispensable for the conclusion of the contract.

The legal basis that makes lawful the processing, carried out for the purposes described above, is substantiated in the execution of the contract to which you are a party and in the execution of pre-contractual measures (art. 6 co. 1 lett. b) GDPR) and in the fulfilment of legal obligations to which the Data Controller is subject (art. 6 co. 1 lett. c) GDPR).

4. Method of processing

Processing will take place within the secretarial offices and on the Institute premises in general, both manually and electronically. In order to guarantee the confidentiality of the data, minimum organisational and computer security measures will be applied, which are set out in the "Privacy Operating Manual" drawn up by this school. The Institute has provided its staff with precise instructions on the conduct to be adopted and the procedures to be applied in order to guarantee the confidentiality of its students' data. During processing, we may also become aware of special data insofar as they are likely to reveal health status (medical certificates, accidents, exemptions, functional diagnoses, etc.) and religious beliefs (requests to take religious holidays, religious diets, etc.); such data will be used exclusively for the purposes associated with them (guaranteeing health and religious beliefs).

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No automated decision-making process (profiling) will be performed on them.

5. **Categories of third parties to whom the data may be disclosed**

CCFO MALTA ICOM srl and Malta ICOM Educational Ltd may disclose your personal data to the following categories of parties

- public authorities, if the conditions are met;
- insurance and legal institutions
- technicians for maintenance and management of the IT infrastructure system
- travel agencies;

In the event of transfer, your personal data will be passed on to another recipient institution.

They will not be transferred to recipients residing in countries outside the European Union.

The subjects belonging to the above categories operate, in some hypotheses, in total autonomy as separate Data Controllers; in other hypotheses, as Data Processors on behalf of CCFO MALTA ICOM srl and/or Malta ICOM Educational Ltd and as such specifically appointed by the Data Controller and/or the Joint Data Controller, in compliance with article 28 GDPR.

The data will not be disseminated, except in the case of obligations provided for by law or in the case of a request for access to documents, or in the event that this is expressly provided for in the contract, in order to fulfil the purposes of the same. In any case, any disclosure will not concern special data.

6. **Duration of processing and storage period.**

Your data will be processed only for the time necessary to pursue the purposes mentioned above.

In particular, we set out below the main periods of use and storage of your personal data with reference to the different processing purposes:

Data processed for the selection of applications and subsequent registration and participation in educational sessions such as:

Personal data

Bank data

Training course data

Contact data (e-mail address and telephone number)

Retained for as long as the enrolment is active and thereafter, in the event of transfer to another institution or termination of the relationship, only the minimum data will be retained and for the mandatory retention period required by the regulations in force.

- Data processed for the fulfilment of legal obligations
- Retention in accordance with the law

7. **Transfer of data outside the European Union**

The data collected will not be transferred to countries outside the European Union.

8. **Rights of the data subject**

In your capacity as data subject, you may exercise the rights set out in Articles 15 et seq. of the GDPR below:

9. **Rights of access, rectification, integration and deletion of data, portability, restriction of processing and revocation of consent given**

(a) Pursuant to Regulation (EU) 2016/679, you have the right to request from the Controller access to, and rectification, integration or deletion of, your data. Within 30 days of submitting your request, you will be provided with feedback in written form, including by electronic means.

b) You also have the right to object to the processing or to request the restriction of the processing, for legitimate reasons and in the cases provided for in Articles 18 and 21, EU Reg. 2016/679.

c) You may at any time revoke your consent to the processing of your data for the purposes determined in this notice.

d) Lastly, you will be able to exercise your right to data portability, requesting the Data Controller to transmit your data to another data controller.

To exercise the aforementioned rights, simply use one of the data controller's contact details indicated in point 1.

10. **Right to lodge a complaint with the Control Authority**



You have the right to lodge a complaint with the Supervisory Authority if you believe that your data is being processed unlawfully and contrary to the relevant legal requirements.

I, the undersigned, declare that I have received the above information and in light thereof

- I give my consent
- I do NOT consent to the processing of my personal data, being aware that if I do not consent Malta ICOM Educational Ltd will not be able to evaluate my application
- I give my consent
- I do NOT express my consent to the communication of my personal data to public bodies and companies of a private nature for the purposes indicated in the information notice.

Student Signature

TEMPLATE