



# Contract for Service Policy

Version 1.1

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<b>Policy Reviewer</b>	Joanne Grima	<b>Designation</b>	CEO	<b>Dept.</b>	N/A
<b>Policy Approver</b>	QAC	<b>Effective Date</b>	16/12/2019		

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## **1 Policy**

- 1.1 This Policy applies to those individuals that are engaged with the Institute for Education (IfE) on a contract for service.
- 1.2 The schedule of remuneration fees listed in article 13 will be reviewed in January and July of each calendar year.
- 1.3 The IfE reserves the right to add more remuneration fees listed in article 13 to account for additional services.

## **2 Definition**

- 2.1 Contract for Service – A body corporate engaged with the IfE on a contract for service is an individual or company hired to provide services to the IfE. A body corporate engaged on a contract for service is not an employee of the IfE.

## **3 Main responsibilities of individuals engaged on a contract for service**

- 3.1 Individuals engaged on a contract for service shall:
  - Conform to general Government rules and regulations in force from time to time;
  - Be responsible to conform with Inland Revenue and VAT legislation concerning self-employed individuals from time to time;
  - Act in all respects according to the instructions or directives as given by the Chief Executive Officer of the IfE;
  - Undertake to perform the services with the highest levels of the professional and ethical competence and integrity;
  - Be bound to deliver within the deadlines stipulated from time to time by the IfE;
  - Ensure that the work being done is in accordance with the quality assurance standards of the IfE.

Specific responsibilities of each service offered may be found in each respective Expression of Interest and Contract for Service.

## **4 Eligibility and Selection**

- 4.1 Individuals applying to offer their services to the IfE are selected by an ad hoc Selection Board through an assessment of the information obtained from the Motivation Letter, *Europass Curriculum Vitae*; and scanned certificates and/or testimonials listed in the Eligibility Criteria in the respective Expression of Interest.
- 4.2 These individuals may be asked to attend an interview and produce original documents for verification purposes.
- 4.3 These individuals should note the requirement to produce an MQRIC recognition statement in respect to their qualifications from MQRIC, or other designated authorities, as applicable, as per provisions applicable to the particular Expression of Interest.

## **5 Contract**

- 5.1 Following the shortlisting by the Selection Board, the individuals applying to offer their services are awarded a contract which has to be duly signed by both parties.

## **6 Duration of Contract**

- 6.1 The duration of the contract varies according to the respective Expression of Interest and as stipulated within the contract.
- 6.2 Signing of the contract does not necessarily constitute engagement. Request for service will be effected as per requests submitted by the IfE, upon which the assignment will be held in coordination with the Senior Manager in charge.

## **7 Non-fulfilment of Deadlines / Duties**

- 7.1 Non-fulfilment of deadlines/duties, stipulated from time to time by the IfE in accordance with the technical verification process guidelines, shall be considered by the IfE as a just cause for termination of the contract of the person on a contract for service in terms indicated in Section 5.

## **8 Termination of contract**

- 8.1 The IfE may, without fault or liability and at any time, terminate the contract of the person engaged on a contract for service by giving one month's notice in writing at no costs additional to those due in respect of rendered services.

- 8.2 The individual engaged on a contract for service may, at any time after expiration of one month from the commencement of the contract, terminate it by giving one month's notice in writing.
- 8.3 The individual cannot terminate their contract before the service agreed upon have been completed even though the two-month notice period happens to expire during the time of delivery.
- 8.4 If the individual does not deliver the service agreed to, they will be liable for a penalty equivalent to the value of the contract and damages caused.
- 8.5 In the event where the performance of the individual is deemed to be unsatisfactory or not up to the required standards, the contract shall be immediately terminated and the individual shall forfeit all remuneration due.

## **9 Confidentiality**

- 9.1 The person engaged on a contract for service shall not, during the term of the contract and within three years after its expiration, disclose any propriety or confidential information relating to the Services, the contract or the IfE's operations without prior written consent from the IfE.
- 9.2 In case of breach of the aforesaid clause of Confidentiality, the person engaged on a contract for service shall pay the IfE a sum that is equal to 40% of the total remuneration paid up to the declaration of such breach by the IfE, without prejudice to any right of the IfE to claim for further damages.

## **10 Intellectual Property Rights**

- 10.1 All Intellectual Property Rights of the material arising from the contract shall belong entirely to the IfE.

## **11 Governing Law and Jurisdiction**

- 11.1 The contract of a person engaged on contract for service is construed in all respects and subject to the Laws of Malta.

## **12 Letter of Engagement**

- 12.1 When the services of a person engaged on a contract for service are required, a letter of engagement is issued. This letter is signed by the Chief Executive Officer and by the person engaged on a contract for service before the commencement of the service provision.

### 13 Schedule of Remuneration Fees

Type of Service	Remuneration Fee
Development of modules	€50 per ECTS
Delivery (Accredited) – MQF 4 and 5	€150 per ECTS
Delivery (Accredited) – MQF 6 and 7	€175 per ECTS
Delivery (Non-Accredited)	€22 per hour
Internal Verifiers (per assessment)	€8
Internal Verifiers (VET)	€24 per hour
Practicum Visitors	€30 per visit
In-Class Tutors	€35 per visit
Tutorials	€40 per session
Recognition of Prior Learning Assessors (1-3 ETCS)	€30
Recognition of Prior Learning Assessors (4 or more ETCS)	€45
Dissertation Supervisors (Master's)	€400
Dissertation Co-Supervisors (Master's)	€175
Dissertation Supervisors (Bachelor's)	€300
Dissertation Co-Supervisors (Bachelor's)	€120
Dissertation Proposal Committee Member	€35
Symposium Editorial Board	€250
Review of Paper Proposals	€50 per proposal

### 14 Payment

- 14.1 Individuals engaged on a contract for service who have successfully completed their service are required to send a duly signed invoice (Appendix A) to the Finance Department Attn: Ms Leanne Farrugia on [leeanne.farrugia.2@ilearn.edu.mt](mailto:leeanne.farrugia.2@ilearn.edu.mt).

### 15 Version history

Originator	Version	Date	Changes Done
QA Dept.	1.0	16/12/2019	Initial Release
QA Dept.	1.1	01/04/2023	Gender Mainstreamed Policy

**Appendix A**

# INVOICE

**NAME** \_\_\_\_\_ **INVOICE NO.** \_\_\_\_\_  
**SURNAME** \_\_\_\_\_ **VAT (If Applicable)** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **DATE** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT NO.** \_\_\_\_\_ **COURSE NAME** \_\_\_\_\_

**TO**

Institute for Education  
Martin Luther King Road  
Pembroke PBK 1990  
Tel. 25983701

DESCRIPTION	NO. OF HOURS	AMOUNT in €	TOTAL
Sub-Total			
VAT (If Applicable)			
Total Due			

Bank: \_\_\_\_\_

Bank Account Name: \_\_\_\_\_

IBAN No. \_\_\_\_\_

Signature: \_\_\_\_\_