



## Diploma in Wind Band Studies

### Placement Form

The Diploma in Wind Band Studies includes two compulsory student placements aimed at providing students in the Diploma with the opportunity to experience on-site band practice with a band club member of the Malta Band Clubs Association (hereafter referred the 'Association') according to a collaboration agreement between the said Association and the University of Malta.

The following is an **extract** from the above-mentioned agreement regulating the placement of prospective students in the Diploma in Wind Band Studies. Please fill in the Agreement Letter at the end of this document and submit to the Admissions Office, University of Malta, by Tuesday 6<sup>th</sup> September 2023.

### TERMS AND CONDITIONS

#### A. The Diploma in Wind Band Studies

- (i) The Diploma shall be offered under the auspices of UM's Department of Music Studies within the School of Performing Arts and shall comprise 60 ECTS credits.
- (ii) The Diploma shall run on a two-year part-time basis.
- (iii) UM shall employ its best efforts to extend the Diploma to a Higher Diploma of 90 ECTS credits in the shortest possible time.
- (iv) Students who successfully obtain the Diploma award shall be eligible to apply for the UM Degree of Bachelor of Music (Honours) or the Higher Diploma referred to in paragraph (iii), once this has been set up. Provided that in order to be registered for the afore-mentioned Degree of Bachelor of Music (Hons), applicants must also satisfy the general requirements for admission as specified in UM's Admissions Regulations (Schedule II B of the Education Act, Chapter 327 of the Laws of Malta).

## B. Compulsory Student Placements

- (i) The Diploma's Programme of Study shall include two compulsory student placements aimed at providing Students of the Diploma with the opportunity to experience on-site band practice with a Member of the Association.
- (ii) Prospective students of the Diploma may approach any Member of the Association to request such a placement and agree to the Tasks to be performed within that organisation. The prospective student and the Member of the Association offering the said placement shall duly sign the Agreement Letter (set out in Annex II of this Agreement) as indicated therein, which signed form is to be submitted together with the said Association Member's Compliance Certificate to UM by such prospective student in furtherance of his or her application to enrol in the Diploma. The Board of Studies shall vet such submission and advise the student about the acceptance or otherwise of the placement.
- (iii) The final list of tasks as reviewed and approved by the Board of Studies shall be listed in the relative Agreement Letter.
- (v) Students of the Diploma (henceforth also referred to as '**Students**') shall be required to perform thirty-three (33) hours of practical placement as indicated in paragraph (ii) during each academic year of the Diploma.
- (vi) The said placements form part of the compulsory study-units MSP 1280, entitled 'Placement 1', and MSP 1285, 'Placement 2' (hereafter collectively referred to as the '**Study-Units**'), which Study-Units must be followed by Students during the first and second academic years of the Diploma respectively.
- (vii) The aims of both Study-Units are as follows:
  - a. To provide Students with the opportunity to put into practice, knowledge and skills gained during the theoretical components of the Diploma;
  - b. To improve Students' skills in relation to a range of musical tasks in a band club;
  - c. To complete the Tasks agreed between the Student and the Member of the Association as submitted in the application and approved by the Board of Studies;
  - d. To produce a portfolio containing regular work records and learning experiences.
- (viii) The Study-Units shall each commence with a 2-hour seminar, during which the lecturer coordinating such Study-Units (hereafter the 'coordinating lecturer') will highlight what is expected from the students, in relation to said placements, in terms of effort and outcomes.
- (ix) For the rest of the Study-Units, Students shall perform thirty-three (33) hours of practical placement with a Member of the Association. Each placement shall commence in October and end in April of the following year, and shall preferably be divided into 90 minute sessions spread over the twenty-two (22) weeks of the academic year.

- (x) Student placements shall not be offered or undertaken against a fee.
- (xi) As part of the portfolio referred to in (vii) (d) above, Students shall be required to keep a logbook containing detailed regular work records and learning experiences and to prepare an overall report describing the work conducted throughout the placement. The logbook shall be signed on a regular basis as indicated therein by the Secretary of the Association's Member hosting the student placement. The final grade shall be assigned to the Student by the coordinating lecturer.
- (xii) Students shall, during their placements, abide by and duly observe any rules, regulations and policies of the Member of the Association hosting such placement and UM Regulations.

#### **D. Liability and Indemnity**

- (i) The Association and the Member/s of the Association hosting a placement undertake to indemnify UM against all liabilities, claims, demands, actions, costs, damages, expenses and/or losses arising in relation to such placement and out of any negligent and/or intentional acts or omissions or out any of any breach of the present Agreement on their part.
- (ii) The Association and the Member/s of the Association hosting a placement shall hold each other and UM harmless against any and all third party claims and resulting losses, damages and/or expenses relating to such placement and arising out of or in any way connected with a breach of this Agreement and/or negligent and/or intentional acts or omissions on their part.
- (iii) Students on placement shall waive any right to claim for damages of any kind howsoever occasioned against UM, the Association and/or Members of the Association, their successors, permitted assigns, transferees, affiliates, beneficial interest owners, subsidiaries, trustees, directors, officers, representatives, agents, servants and employees.
- (iv) Students shall be required to inform UM in advance and in writing of the days and times during which they shall be carrying out their placement. Such details should also be included in the logbook.
- (v) Nothing in the present Agreement shall be construed as a guarantee or commitment on the part of UM to provide the Association and/or its Members with resources, such as but not limited to musical instruments and/or room allocation at UM premises, in relation to or furtherance of the said student placements.

#### **E. Academic Support**

- (i) The Association shall provide academic support in relation to the Study-Unit MSP 1284 entitled 'Band Conducting'. This study-unit shall be taught primarily by UM lecturers, but the Association shall forward to UM's Department of Music Studies the details, and namely, the name and a

detailed *curriculum vitae*, of qualified tutors who are able and willing to contribute towards the teaching of this subject.

- (ii) All financial costs relating to any arrangement pursued in terms of (i) shall be borne by the Association.

#### **F. Other Support**

The Association may act as a mediator and/or liaise between UM and any of its Members in the event of a misunderstanding and/or lack of agreement between UM and such Member/s in relation to the student placements referred to above, or otherwise as may be required.

#### **G. Data Protection**

- (i) The terms 'personal data' and 'processing (of personal data)' used throughout the present provision shall have the meaning assigned to them in Article 4 of Regulation (EU) 2016/679 (the General Data Protection Regulation, GDPR).
- (ii) All processing of personal data undertaken in furtherance of and pursuant to the present Agreement shall strictly conform with the provisions of the GDPR and all other applicable data protection legislation, including the Data Protection Act (Chapter 586 of the Laws of Malta) and all other subsidiary legislation thereto.
- (iii) For the avoidance of doubt:
  - a. UM shall be responsible for all personal data relating to students of the Diploma that it collects and processes in the exercise of the official authority vested in it as an educational institution, for all purposes connected to providing such students with academic services throughout the duration of the Diploma.
  - b. Any Association Member offering a placement referred to in Section B above shall be responsible for the personal data of students that it is required to process for registration purposes and in accordance with its mandate and obligations arising from the present Agreement.
  - c. In particular, UM and any Association Member/s referred to in paragraph (b) shall ensure utmost respect for the rights pertaining to students as data subjects, laid out in Chapter III of the GDPR and shall ensure that any collection of personal data for the purposes stipulated in paragraphs (a) and (b) is limited to what is necessary in relation to such stated purpose.
- (iv) If in the course of implementation of the present Agreement the Parties deem it pertinent to enter into a data processing or similar agreement, they shall finalize such an agreement in writing, clearly listing therein their respective roles and responsibilities, and shall attach such agreement to the present Agreement as an Annex.

## **H. Provision of Information**

- (i) UM, the Association and the Association's Members are aware that in the course of collaboration under this Agreement they will have access to and be entrusted with each other's Confidential Information.
- (ii) UM, the Association and the Association's Members shall not divulge any Confidential Information, nor shall any one of them at any time make use of such information other than what is required for implementing this Agreement.
- (iii) The obligation not to disclose shall not apply in the following cases:
  - a. In the case of those persons who need to know the Confidential Information for the purposes of implementing this Agreement on condition that such persons also respect the obligations of confidentiality imposed by this provision;
  - b. If such disclosure is required by law or by a Court of law; *or*
  - c. If such disclosure is approved in writing by the Party to whom the Confidential Information relates.
- (iv) The obligations undertaken by UM, the Association and the Association's Members in pursuance of this provision shall subsist and survive the termination (for whatever cause) or expiration of this Agreement.

## **I. Publicity**

- (i) Joint promotional materials shall bear the official corporate logos of UM and the Association.
- (ii) Neither UM, nor the Association, nor any Member of the Association shall make any public announcement or statement nor publish or release any information concerning this Agreement without each other's prior written approval as appropriate.
- (iii) Neither UM, nor the Association nor any Member of the Association furthermore, may use each other's name, trademark and logo in any publicity or advertising material, including any news release relating to the Agreement, without each other's prior written approval.

## **J. Term and Termination**

- (i) This Agreement shall remain valid for a period of three (3) years from the Effective Date. It may nonetheless be renewed for a period as decided upon by UM and the Association in writing, provided that any such renewal shall be effected in writing by UM and the Association by not later than thirty (30) days from its expiration date.
- (ii) This Agreement may also be reviewed at any time upon written request by either UM or the Association, provided that any addition, variation or amendment to any of the provisions of the

present Agreement and/or its Annexes and Schedules shall only be made with the written consent of both UM and the Association.

- (iii) The present Agreement may be terminated by both UM and the Association, in either case by giving the other at least six (6) months' written notice, unless an earlier termination is mutually agreed upon in writing.
- (iv) UM and the Association agree that any termination affected in terms of this provision shall not, unless otherwise agreed upon by themselves in writing, affect, jeopardize or prejudice any ongoing academic arrangements and/or any ongoing student placements undertaken in terms of the present Agreement.

#### **K. Applicable Law and Dispute Resolution**

- (i) This Agreement shall be governed by and construed in accordance with the Laws of Malta.
- (ii) In the event of a dispute between UM and the Association and/or any of the Association's Members (referred to hereafter in the present provision as 'such other party'), UM and such other party shall attempt to reach an amicable settlement in good faith. If UM and such other party fail to reach such an amicable settlement, the dispute shall be settled by the Malta Arbitration Centre in accordance with Chapter 387 of the Laws of Malta.
- (iii) UM and such other party shall continue to perform all their obligations under this Agreement notwithstanding that arbitration proceedings may be underway pursuant to this provision.

#### **L. Relationship**

UM and the Association agree that this Agreement does not create any partnership, agency, exclusive rights, a joint venture or any other type of legal entity or personality under which any of them may be deemed responsible for each other's acts or omissions.

#### **M. Non-Exclusivity**

Nothing in the present Agreement shall be construed as an exclusive working relationship and UM and the Association acknowledge that they may enter into identical or similar agreements with third parties both during and after the duration of this present Agreement.

#### **N. Entire Agreement**

UM and the Association agree that this Agreement affirms and sets out the entire understanding between themselves in relation to the matters dealt with in it, and that it supersedes any oral or written statements or exchanges made by or on behalf of any of them relating to such matters.

**O. No Assignment**

Neither UM nor the Association shall assign, transfer or subcontract this Agreement or any of its rights and obligations hereunder without each other's prior written consent.

## AGREEMENT LETTER

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*To be signed by the Member of the Association hosting a student placement and prospective students of the Diploma as indicated*

**In furtherance of the Collaboration Agreement relating to the University of Malta Diploma in Wind Band Studies (hereafter the 'Agreement'), entered into between the University of Malta and the Malta Band Clubs Association on \_\_\_\_\_,**

I/We, the undersigned, \_\_\_\_\_, duly authorised representative/s of \_\_\_\_\_ (*name and registration details of band club*), hereby confirm/s that such our organisation accepts \_\_\_\_\_ (*name and ID card number of applicant*) for a student placement in accordance with the Terms and Conditions of the Agreement, for the academic year/s \_\_\_\_\_ and \_\_\_\_\_ and that during such placement the student will [list the chosen tasks] \_\_\_\_\_

**Signed**

\_\_\_\_\_  
Duly authorised representative/s

\_\_\_\_\_  
Date

**And**

I, the undersigned, \_\_\_\_\_ (*name and ID card number of applicant*), hereby confirm that I accept the Terms and Conditions of the Agreement and that I will abide by such Terms and Conditions during my placements.

Furthermore, I undertake to indemnify the University of Malta and the band club hosting me for all claims and damages and against all liabilities, claims, demands, actions, costs, damages, expenses and/or losses arising in relation to such placement and out of any negligent and/or intentional acts or omissions arising out of any of my actions or inactions.

**Signed**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date