



INSTITUTE  
FOR THE  
PUBLIC SERVICES

Policy Document

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# INTERNSHIP POLICY

**VERSION: 1.0**  
**DATE: 12.04.2023**

## Document Control Information

Title: Internship Policy

Submitted to: Malta Public Service

Date: 12.04.2023

Version: **1.0**

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Issued by: **Institute for the Public Services  
Office of the Prime Minister  
San Salvatore Bastion  
Triq Sa Maison  
Floriana, Malta**

## Internship Policy

This policy is a resource guide for managers, supervisors, and public officers. It provides guidance in the engagement of interns.

This policy confers no new privilege, right of appeal, right of position, transfer, demotion, promotion, recall, reinstatement, nor any other employment right or benefit for any individual. This manual does not constitute an express or implied contract. It provides general guidance that cannot form the basis of a private right of action.

The principles and procedures set forth in this manual are subject to change and may be modified, suspended, or revoked without notice in whole or in part. In all cases, interns will be required to follow all safety procedures and abide by all safety policies.

International Interns are advised that the Institute for the Public Services (IPS) does not provide any financial or in-kind contributions. Interns must have sufficient financial resources in order to organise their trip to Malta and to finance their stay in Malta including but not limited to accommodation, transport, academic materials, and any other living expenses required during their stay. They are also responsible to make arrangements to have the necessary insurance cover in place; either through their home institutions, or by making their own arrangements.

During the internship, the intern agrees to abide by the regulations set out by IPS and agrees to respect the necessary conditions set out in the specific Internship Agreement.

Language proficiency utilised is Maltese and English and therefore it is recommended that interns have an adequate level of either Maltese or English Language proficiency or both to be able to successfully undertake the internship. Recommended English Language level is B2 and higher, as per Council of Europe's Common European Framework of Reference for Languages<sup>1</sup>.

The date of entry into force of this Policy is on the **1st of May 2023**.

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<sup>1</sup> Common European Framework Of Reference For Languages:  
[https://eeas.europa.eu/sites/eeas/files/9\\_languages\\_common\\_european\\_framework\\_of\\_reference\\_en.pdf](https://eeas.europa.eu/sites/eeas/files/9_languages_common_european_framework_of_reference_en.pdf)

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## 1.0 Internships

IPS supports internship programmes that provide growth and learning opportunities to students in high school, college, and trade schools from EU countries & non-EU countries - providing that the student is 18 years of age or older or has the respective guardian consent. This section provides the policy and processes for hiring and managing unpaid student interns.

Student interns are involved in education or training programmes designed to provide students with professional experience in the furtherance of their education and training and are academically oriented for their benefit. Internships assist students in reaching their educational goals by giving them the opportunity to complement classroom instruction with exposure to a real-world employment setting.

IPS may engage interns to perform work which will not:

1. Result in the displacement of regular employees;
2. Fill a vacant position;
3. Be used as a supplemental workforce to enhance or expand the normal tasks carried out at by IPS or any other Ministries or entities;
4. Be primarily clerical in nature.

An internship is a planned programme to provide individuals with a meaningful learning experience applicable to their respective field of study. This requires structured/project assignments coupled with appropriate supervision or evaluation or feedback. Learning objectives will be developed when considering an internship opportunity. It is beneficial to have clear duties that identify the learning objectives, or a defined project scope that demonstrates how the learning objectives for each individual will be met.

The procedure for establishing a student internship is as follows:

### **1. Review Enrolment Criteria**

To qualify as an intern, individuals must meet one of the four following enrolment criteria:

- a) The candidate is currently enrolled as a student and has internship information provided by their school.
- b) The student has been accepted to an educational institution (transitioning from high school to college, for example); or
- c) The student is not currently enrolled but is qualified to work during the summer break. The student must provide proof of continued future enrolment.
- d) The student has obtained the necessary qualifications and will apply for an internship as working experience.

### **2. Work Plan**

Prior to accepting an intern, the Ministry taking this intern should define a work plan for them designed to provide meaningful experience and hand it over to IPS. Internship criteria may come with specific requirements and assignments from the intern's educational institution, if so requested.

Prior to establishing an internship, the management together with any respective Internship representative bodies in Malta and other relevant parties will review and discuss the work plan.

The Ministry taking the intern and countersigned by IPS agrees to:

1. Provide the intern with a Reference Letter at the end of their temporary employment
2. Review the work plan
3. Provide the facilities and training necessary for the intern to achieve any Learning Outcomes outlined by their respective educational institution, if any

4. Provide the premises and equip interns with all the requirements to conduct their internship
5. Provide proper health and safety equipment and facilities
6. Ensure that interns are entrusted with tasks that serve the purpose required for the development of, and are commensurate with, their physical abilities.

Interns may be required to keep a written Logbook of their duties.

The Ministry must regularly review the duties performed by student interns to ensure that they are engaged in meeting their learning objectives, if any. It is recommended that the student intern provides a brief, written report at the end of the internship to demonstrate how the learning objectives were met.

### Advertisement

IPS may or may not decide to advertise internship positions in media outlets.

## **3. Internship**

### Remuneration

This policy does not confer remuneration for internships. If an intern has procured funding from a separate source, also falling under the wider remit of the Maltese Public Administration i.e., from a particular Ministry or Entity, then the relevant regulations will apply. This policy only covers the methods of how the internship is to be conducted.

### Termination

The internship may be terminated by either party at any time giving 2 weeks' notice. Upon termination of the internship, IPS, and/ or their delegate/ representative, is encouraged to discuss with the intern to determine whether the objectives of the internship programme were met.

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

## 2.0 Insurance

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, travel, specific medical intervention, repatriation, and adequate cover for the internship in Malta which includes civil liability.

If the intern is from an EU member state, the intern must have a European Health Insurance Card (EHIC). The EHIC provides cover for the first 90 days, therefore it is still important to have necessary travel and health insurance to cover services not included under the EHIC.

In addition to the above-mentioned documents, prospective interns from non-EU countries must also provide a letter from their Home Institution, if applicable, confirming the intern's relationship with the organisation. In case of students, details to be included are those pertaining to the course registered, duration of studies, and qualification obtained.

Prospective interns from non-EU countries have the responsibility to obtain the necessary Visa clearance in order to enter Malta and undertake the internship. All EU/EEA and all non-EU nationals are also requested to familiarise themselves with the E-residence requirements. During the internship period in Malta, interns are subject to the conditions of the Internship Agreement and the rules and policies of IPS and its subsequent amendments.



### **3.0 Obligations of Interns**

#### **Hours of work**

The intern's normal working hours may vary based on the agreement and needs of the IPS and/or their delegate/representative but, at no point, shall exceed forty (40) hours per week. The duration of the agreement may vary.

#### **Contracts**

IPS reserves the right to terminate internship agreements in cases where the interns do not comply with the terms of the internship, in cases of misconduct and/or in cases where the conditions of the agreement cannot be fulfilled by either party.

## 4.0 Annex 1: Internship Development Worksheet

# INTERNSHIP DEVELOPMENT WORKSHEET

Name and Surname: \_\_\_\_\_

School: Education Track or Programme of Study: \_\_\_\_\_

Learning Objectives of Internship:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Specific Tasks:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

## 5.0 Annex 2: Intern Waiver and Release

### Intern Waiver and Release

The undersigned, on behalf of themselves and their estate, hereby waives any right of recovery and releases the Institute for the Public Services (IPS) and/or its delegate/ representative, its officers, officials, employees and agents, from liability arising from any injury to the Undersigned, arising from or out of the Undersigned's activities and participation in an internship. The Undersigned further acknowledges and agrees that IPS does not assume any responsibility whatsoever for any property of the Undersigned and the Undersigned shall not hold IPS liable for any loss or damage to same. The Undersigned hereby given permission to be photographed and have their image used in IPS/Ministry publications.

Name & Surname: \_\_\_\_\_

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

Date: \_\_\_\_\_

## 6.0 Annex 3: Internship Agreement

### INTERNSHIP AGREEMENT

This Unpaid Internship is between

- (1) The Institute for the Public Services (IPS) on behalf of the Ministry hereinafter referred to as ‘the Employer’ \_\_\_\_\_ and
- (2) Mr/Ms \_\_\_\_\_ from \_\_\_\_\_ (country) having Identity Card Number \_\_\_\_\_ 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 Service.

#### 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. 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)<sup>2</sup>.

## **7. 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.

## **8. 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

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<sup>2</sup> <http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=12839&l=1>

or indirectly from any person firm or company with whom the Employer conducts business or may conduct business.

## **9. Work Plan**

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

## **10. 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 \_\_\_\_\_

## **11. 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.

## **12. Accountability**

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

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

## 18. Governing Laws

This agreement shall be governed by the Laws of Malta.

**SIGNED BY IPS** .....

**DATE** .....

**SIGNED BY THE MINISTRY** .....

**DATE** .....

**SIGNED BY INTERN** .....

**DATE** .....



## 7.0 Annex 4: Reference Letter

### Reference Letter

Ministry \_\_\_\_\_

Ministeru \_\_\_\_\_



Date: \_\_\_\_\_

To Whom It May Concern,

Content

Sincerely

**(Signature)**

Mr/Ms  
Head/Director/Director General