



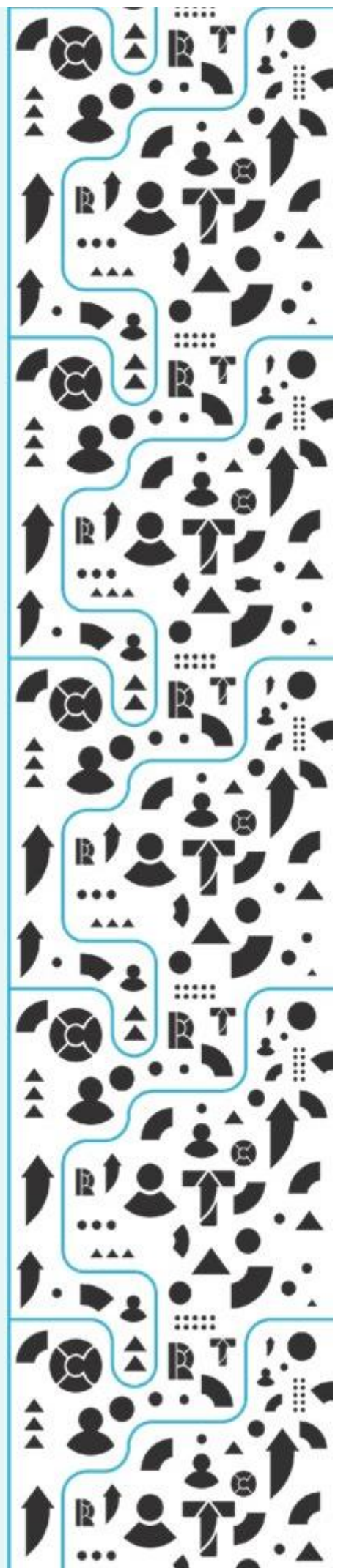
HR Policy HR 017

In Accordance with 6th Cycle QA Amendments

Version 1

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1.0 Introduction

This HR Policy is a new policy currently in process of implementation. It forms part of Think Talent's evolving Quality Assurance and Human Resources framework. Its purpose is to strengthen governance in staff recruitment, engagement, and contractual arrangements. The policy will be reviewed and finalised in consultation with senior management and the QA Committee.

2.0 Purpose

The purpose of this policy is to outline Think Talent's approach to engaging staff and contractors for the delivery of accredited and non-accredited programmes. The policy provides transparency, clarity, and compliance with MFHEA and OTHM requirements, while safeguarding fairness and professionalism.

3.0 Scope

This policy applies to:

- Employees of Think Talent (academic, administrative, and management roles).
- Self-employed contractors engaged for training, coaching, or assessment services.
- External collaborators engaged on project or consultancy basis.

4.0 Recruitment Principles

Think Talent ensures recruitment and engagement processes are fair, transparent, and based on merit. All staff and contractors must meet the minimum eligibility criteria outlined by MFHEA, OTHM, and internal QA policies. Equality, diversity, and inclusion are core principles.

5.0 Agreements

Staff may be engaged under:

- Employment contracts (permanent or fixed-term).
- Service agreements (self-employed trainers/coaches).

This policy provides a standard template Agreement for the Provision of Training/Coaching Services (Self-Employed), which is included as Appendix A.

Appendix A – Agreement for the Provision of Training/Coaching Services (Self-Employed)

Agreement entered into today dd/mm/yyyy between:

Employee Name, holder of ID No XXXXXXXX/Passport No XXXXXXXX issued from Issuing Country and resident at:

Employee Address

(hereinafter referred to as “the Trainer”)

and

ThinkTalent Ltd (hereinafter referred to as “the Company”), a limited liability company duly registered and existing under the laws of Malta with Company Registration Number C46641 and with registered office located at:

Think Talent Ltd, Level 3,
Centris Business Gateway 1,
Triq is-Salib tal-Imriehel Zone 3,
Central Business District,
Birkirkara, CBD 3020.

Each of which is referred to as a “Party” and collectively as “Parties” to this agreement.

It is agreed that this contract supersedes any other contract/agreement previously entered into between the Parties mentioned here above and that the Trainer is not an employee of the Company but is to be considered as ‘self-employed’ for all effects and purposes of the law.

1. COMMENCEMENT DATE AND TERM OF THIS AGREEMENT

This agreement will commence on the date specified above as the agreement date and will be for a period of twelve (12) months renewable automatically for a further 12-month period unless either Party gives written notice of its intention not to renew at least 3 months before the expiry of the current term.

2. REMUNERATION

The remuneration to Trainer for providing such training services shall be as follows:

XX euro per hour for any design/preparatory work related with the delivery of training as agreed beforehand with the Executive Director. This is not applicable to training sessions that have already been delivered by the Trainer unless there have been significant changes to the training session content.

XX euro per hour for direct contact training delivered in class, online or in a blended fashion. Attendance to internal meetings, undertaking of any related administrative tasks and submission of any relevant reports as outlined in this agreement shall be deemed as compensated for in the rate stipulated above and hence will not be chargeable.

XX euro per hour for one-to-one/group coaching/mentoring delivered face-to-face or online including compilation of coaching session notes, attendance sheets and any related administrative tasks and submission of any relevant reports.

XX euro per assignment for the assignment preparation, correction and submission of reports related to any applicable written assignments required as part of the training programme.

XX euro per test/exam for the test/exam preparation, correction and submission of reports related to any applicable test/exam required as part of the training programme.

XX euro per test/exam for invigilation unless such test/exam is held during the training session for which the Trainer is already being compensated.

The Parties agree that this rate is inclusive of VAT if any is due, and that all taxes and National Insurance contributions shall be paid by the Trainer.

The Trainer is assigned a training session by the Company via a digital calendar invite and it is expected that the Trainer confirms acceptance of the invite within 48 hours of receipt. Once the Trainer digitally accepts the invite, it is taken that the Trainer has agreed to deliver the session and is expected to fulfill all requirements related to the delivery of that session. The Parties hereby agree that should the Trainer cancel an agreed training session due to sickness or any unforeseen personal reason, then the said remuneration will not be due. Repeated cancellation of training sessions may lead to the termination of the contract.

Any expenses incurred by the Trainer shall be refunded by the Company only if there is prior agreement with the Company's Executive Director.

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Agreement is to be sought before any expenses are incurred and refunds are subject to the provision of the relevant receipts.

The payment structure shall be as follows:

- Invoices to be issued before the end of each month
- Invoices are payable 30 days in arrears.

3. CONDITIONS OF SERVICE

The Trainer undertakes, during the course of this agreement, to:

- a. diligently and appropriately carry out the duties given to him/her by the Company in terms of this agreement.
- b. uphold confidentiality of all the affairs pertaining to the Company, both during the term of this agreement as well as thereafter.
- c. treat in a proper manner any property in his/her care being property of the Company or that of its students.
- d. represent and state accurately the policies of the Company to all potential and present students.
- e. immediately inform the Company of any problems concerning any student or as well as to immediately inform the Company of any other problem/s which s/he might come across and which interfere in his/her provision of the service or in the smooth running of his/her service so being provided.
- f. faithfully serve the Company and to use his/her best endeavor to promote its interests and will obey the reasonable and lawful directions of the Head of Institution.
- g. be fully conversant with the Company's guidelines, policies and procedures that form part of this agreement as well as any that may be issued from time to time.
- h. honour all training commitments agreed to.
- i. attend all CPD sessions organized by the Company throughout the year. Unless justification is provided for absence from these sessions, the Company reserves the right to take the appropriate actions against the Trainer.
- j. fill in any attendance sheets, reports or feedback forms as requested by the Company.

k. at all times when carrying out the duties under this agreement use his/her best endeavour to develop and promote the Company and shall act loyally and faithfully towards the Company and other trainers.

l. refrain, during the term of this agreement or after the termination thereof, from soliciting, interfering with, or endeavouring to entice away from the Company any students or trainers.

m. maintain a high standard of dress and personal appearance compatible with the Company's standards and as considered adequate by the Company.

n. always remain answerable to the Head of Institution and to follow all such instructions as the same Head of Institution may from time to time give and order.

o. allow the Company to record the training session delivered by the Trainer and agrees to sign any relevant consent forms allowing the Company to do so.

p. allow any internal QA person to visit his/her class or log in to the Trainer's online session for internal monitoring purposes. The Company shall always give prior notice to the Trainer of this visit unless it has a justifiable reason not to do so.

4. DUTIES

The Trainer shall arrive at the agreed training venue at least 15 minutes before the start of the session or if the session is to be delivered online, log in online at least 5 minutes before the online session starts.

The Trainer shall always refer any examination papers or assignment questions to the Executive Administrator of the Company for prior approval before submitting to the students. The Trainer shall register the attendance or otherwise of students for each session as directed by the Executive Administrator.

The Trainer shall at all times keep good order during the session and is responsible for maintaining discipline. The Trainer shall attend all Meetings which the Head of Institution may organize for the Trainers and which shall be held at least once per year.

The Trainer shall be responsible for the assessments, reports, class work, homework, students' portfolio, exam reports and test reports of the students in the session assigned to the Trainers, and the Head of Institution may at any time ask for these same reports which are then to be consigned as requested.

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The above listed duties shall not be interpreted restrictively and shall in no way be read to mean that the Company may not from time to time add further duties to the Trainer which should however be directly or indirectly related to his/her engagement.

5. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property which may be created or developed by the Trainer, or in the creation or development of which the Trainer may have participated (directly or indirectly) during the course of this agreement with the Company, and any and all information related thereto, shall be deemed to be sole property of the Company from inception.

6. CONFIDENTIAL INFORMATION

The Trainer shall at all times, during and after the termination of this agreement, maintain professional secrecy, for the duration of the contract and after completion thereof. The Trainer shall take all reasonable steps to ensure that any confidential information which is disclosed to him/her or obtained by him/her during the term of this agreement will not be disclosed to third Parties.

7. TERMINATION OF AGREEMENT

ThinkTalent may terminate this agreement:

if the Trainer is guilty of misconduct or

if the Trainer manifestly lacks the ability to carry out his/her duties, or

if the Trainer repeatedly cancels, fails to turn up without notice or arrives late for an agreed training session or

If the Trainer is in breach of any of the conditions laid down in this agreement.

8. PRIOR AGREEMENTS

This agreement shall be read in substitution of any/all previous contracts/agreements, written or verbal, express or implied, between the two Parties, which shall be terminated by mutual consent as from the date of signing of this agreement. No variation or amendments to this agreement shall be valid unless made in writing and signed by both Parties.

9. INTERPRETATION

The headings of each section in this agreement are inserted only for convenience and shall not affect the construction of this agreement.

10. DISPUTE

Should any dispute arise between the Parties during the term of this agreement, both Parties shall first and foremost endeavor to seek an amicable settlement and only should such an attempt fail, will any of the Parties seek redress to Arbitration proceedings as regulated by the Arbitration Centre and the Arbitration Act.

11. GOVERNING LAW

This agreement shall be construed and governed in all respects in accordance with the laws of Malta in force from time to time.

Dr Beverly Cutajar

Executive Director/Head of Institution

Signature: _____

Name and Surname of Trainer

Signature: _____

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Verified by Rachel Poole

