



Quality Assurance Policy

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1. Introduction

The European Institute of Medical Studies (EIMS) has been set up in response to a felt need by medical professionals internationally. All branches of the medical profession require continuous professional development (CPD) to remain abreast of innovations and improvements in their field. In many cases this CPD is also a statutory and/or legal requirement. Medical practitioners need to be able to combine ongoing professional practice with intensive training enhanced by operational research that is embedded in their practice and is a critical tool for reflective practice. They also need to be able to accumulate such modularised CPD to retain their medical registration, and to gain recognised qualifications that are of value within the profession and internationally.

The **Vision** of EIMS is of medical professionals that are in a sustained cycle of excellent practice, reflective professional development and embedded research that is continuously applied to improve the service of medical professionals and the wellbeing of the community. The **Mission** of EIMS is to serve the medical community in the provision of high-level training and research opportunities that support ongoing improvement in professional practice for the ultimate benefit of patients and the community. Further details on the EIMS Vision, Mission, Aims and Objectives is provided as Appendix 1.

The best way to fulfil the Vision and Mission of EIMS is the development of an organic quality culture from the inception of the work of EIMS as an accredited F&HE institution, in line with the NCFHE National QA Framework. This document outlines the QA policy of EIMS that is intended to concretise and foster this quality culture.

The EIMS QA policy is built on the 11 QA Standards of the NCFHE. Each section below provides the structures and procedures that are intended to fulfil these Standards.

2. Policy for quality assurance

EIMS shall have the following QA structure:

Head of Institution who also functions as Academic Director, with the following functions:

- Implement the intended aims, objectives and functions of EIMS
- Be responsible for the executive and administrative affairs and the organisation of EIMS;
- Be responsible for the administrative control of its staff and service providers;
- Develop, and/or oversee the development of relevant programmes, courses, strategies, policy and regulations;
- Be responsible for the quality of teaching and learning;
- Be responsible for all student affairs and the quality of the student experience;
- Be responsible for the quality of course delivery and assessment;
- Be responsible for all projects and initiatives undertaken by EIMS;
- Be responsible for the implementation of the research plan of EIMS;
- Consider all issues of student non-academic misconduct and issue sanctions accordingly;
- Be responsible for data control, gathering, dissemination, storage and archiving.

The Head of Institution is selected by the Directors of EIMS.

Academic Board, with the following functions. In line with NCFHE accreditation/acknowledgement as applicable:

- Review and approve all proposed EIMS programmes and courses and amendments thereof, in line with NCFHE;

- Review and approve all EIMS programme and course admission criteria and procedures, including prior learning, non-formal and informal learning where applicable;
- Review and approve all assessment and examination policies and procedures;
- Select external examiners, where applicable;
- Confirm all assessment and examination results;
- Evaluate EIMS courses and programmes and recommend revisions to courses and programmes;
- Review and approve the continuous professional development of staff;
- Review and approve the research plan of EIMS;
- Review EQA reports and provide recommendations for their implementation;
- Consider all issues of student academic misconduct and issue sanctions accordingly.

The Academic Board shall be composed of the Academic Director and the academic staff involved in the development and/or delivery of the course or programme in question. The Academic Board is answerable to the Academic Director. The Academic Director may co-opt or delegate other staff members, or co-opt third parties with specific expertise to review particular issues and/or particular courses.

Admissions Board, with the following functions:

- Implement EIMS programme and course admissions criteria and procedures as accredited or acknowledged by the NCFHE.

The Admissions Board shall be composed of the Academic Director, one academic member of staff involved in the development and/or delivery of the course in question, and the senior EIMS administrator responsible for admissions and student welfare. The Admissions Board is answerable to the Academic Director.

Independent Appeals Board, with the following functions:

- Consider all legitimate complaints and appeals by EIMS students, and make recommendations to the Directors of EIMS for their consideration
- Consider all legitimate complaints and appeals by EIMS staff below the level of Head of Institution, and make recommendations to the Directors of EIMS for their consideration.

In the first phase of provision by EIMS, the Independent Review Board is composed of an experienced academic and practitioner in the medical field who has no conflict of interest with EIMS, not having provided paid or unpaid advice or services to EIMS or in its setting up or course/programme development. The Board is selected by the Directors of EIMS and is answerable to them. As the range of provision by EIMS grows, the Directors may add more members to the Board up to a maximum of three, to better reflect the range of EIMS provision.

As indicated in Appendix 1, at a second stage EIMS plans to undertake targeted practitioner-centred medical research. Once this stage is reached a research policy and implementation plan will be developed and integrated into the teaching and learning provision of EIMS and the CPD of its academic staff. This policy will also include procedures to ensure academic integrity and freedom.

The EIMS Policy for Student Academic Misconduct is provided as Appendix 3.

All the structures within EIMS shall ensure that all EIMS academic, administrative and organisational policies, strategies, procedures and practices are completely free of any kind of discrimination against the students or staff.

During the development and review of its programmes, EIMS shall engage with professional sector practitioners of note (for example internationally renowned implantologists) to ensure that its courses satisfy the highest standards of state-of-the-art practice.

Part of EIMS provision shall be of courses by the University of Pessoa (UoP), Portugal. EIMS shall ensure that whilst its QA systems are fully in line with NCFHE requirements, they are also in compliance with the QA requirements of UoP and Portuguese regulations, as applicable.

The EIMS QA Policy shall be available to its stakeholders and the general public on its website.

3. Institutional probity

EIMS shall develop yearly budget plans and produce yearly financial statements and audited accounts as required. At a second stage as provision grows, three-year budgetary forecasts shall also be developed to ensure the financial sustainability and security of provision of the institution. EIMS shall ensure that the owners and directors of the holding company as well as the directors, the head of institution, the legal representative, the senior management and academic staff are fit and proper persons, both ethically as well as academically, to deliver the EIMS education programmes.

4. Design and approval of programmes

The EIMS shall follow accreditation procedures as updated from time to time by the NCFHE. Prior to submission of a programme accreditation application to the NCFHE, any proposed new course or programme shall be scrutinised by the EIMS Academic Board, who shall be looking out for the following:

- expected student workload in terms of ECTS learning credits is defined and fit for purpose;
- the target audience and the minimum eligibility and selection criteria are defined and fit for purpose;
- courses are learning outcome-based, distinguishing between knowledge, skills and competences;
- they indicate appropriate learning dynamics and a measure of tutor-learner interaction as is appropriate for the course level and content;
- they indicate appropriate resources and forms of assessment;
- they indicate the minimum requirements in terms of qualifications and competences for teaching staff;
- they are in line with the MQF, the Malta Referencing Report and subsequent updates;
- the process of the identification of training/programme needs has involved the participation of external stakeholders including from the world of work who are likely to benefit from the outcomes of such provision;
- with respect to course review, this has also taken into consideration student feedback;
- courses have been designed so that they enable smooth student progression, including on modularised form to allow for maximum access by working practitioners;
- financial sustainability of proposed programme.

5. Student-centred learning, teaching and assessment

In its scrutiny, the Academic Board shall ensure that all EIMS courses and programmes are planned to be delivered in a way that encourages students to take an active role in creating the learning process, and that the assessment of students reflects this approach. The implementation of student-centred learning and teaching shall:

- a) respect and attend to the diversity of students and their needs, enabling flexible learning paths;
- b) consider and use different modes of delivery, where appropriate;
- c) flexibly use a variety of pedagogical methods;
- d) regularly evaluate and adjust the modes of delivery and pedagogical methods;
- e) encourage a sense of autonomy in the learner, while ensuring adequate guidance and
- f) support from the teacher/lecturer;

- g) promote mutual respect within the learner-teacher relationship.

In their oversight role, the Academic Director shall ensure fulfilment of the original intentions of the courses and programmes as accredited or acknowledged by the NCFHE.

In its scrutiny, the Academic Board shall ensure that the quality assurance processes for assessment shall take into account the following:

- h) Assessors are familiar with existing testing and examination methods and receive support in developing their own skills in this field;
- i) The criteria for and method of assessment as well as criteria for marking are known to the students in advance;
- j) The achieved learning outcomes are analysed in relation to the intended outcomes. Students are given feedback, which, if necessary, is linked to advice on the learning process;
- k) The regulations for assessment take into account mitigating circumstances, as per Appendix 4;
- l) Assessment is consistent, fairly applied to all students and carried out in accordance with the stated procedures;
- m) A formal procedure for student complaints and appeals is in place, as per Appendix 5.

6. Student admission, progression, recognition and certification

The Academic Board shall review and approve regulations covering all phases of the student “life cycle”, i.e. student admission, progression, recognition and certification. The Academic Director shall ensure that they are implemented faithfully by the Admissions Board and all EIMS structures and staff. The Academic Director shall ensure that:

- a) admission processes and criteria are implemented consistently and in a transparent manner;
- b) induction to EIMS and its courses/programmes is provided;
- c) EIMS has processes and tools that are fit for purpose to collect, monitor and manage information on student progression in line with the EIMS Student Information and Data Protection Policy given as Appendix 2;
- d) relevant periods of study and prior learning, including (on a case-by-case basis and for further education provision) the recognition of non-formal and informal learning, are taken into consideration for the purposes of selection;
- e) on successful course completion, students receive documentation explaining the context, MQF level, amount of learning credit, content and status of the qualification gained, in line with NCFHE regulations.

7. Teaching staff

The Academic Board shall be responsible for the approval of the selection criteria and CPD of its academic staff. The Academic Director shall be responsible for the conditions of and procedures for employment, and to ensure that such criteria and procedures are applied in a clear, fair and transparent manner. EIMS is committed to promote innovation in teaching methods, and continuous professional development. As planned in Appendix 1, EIMS shall encourage scholarly activity to strengthen the link between education and research. In the case of part-time teaching staff providing limited and *ad hoc* services, EIMS shall ensure that such staff is constantly *au courant* with developments in their fields and with the methodological requirements of their programmes, in line with guidelines approved by the Academic Board.

8. Learning resources and student support

EIMS shall ensure that adequate and readily accessible learning resources are provided to assist student learning commensurate to the type and level of courses provided by EIMS, whether physically

or online. Apart from state-of-the-art equipment, study facilities and IT infrastructure, once EIMS has reached a critical mass of provision and student intake, these resources will include a physical and virtual library, and student counsellors and other advisory services as required.

Since EIMS is planning to start providing the Award in Foundations Dental Science pending NCFHE accreditation, it will be investing in an on-line library with appropriate medical and dental resources, as well as 3D anatomy software that will allow the study of anatomy according to cutting edge IT developments in leading anatomy courses and schools worldwide. Once the Award is accredited, EIMS will proceed with the purchase of these resources and inform NCFHE accordingly.

The resources available for EIMS staff shall be commensurate to the needs of its core student target: mature graduates and working medical professionals who require maximum flexibility and access for the provision of high-quality, internationally-recognised professional CPD. As indicated in Appendix 1 this will eventually include virtual learning facilities and procedures.

For programmes with students who have come to reside in Malta for the duration of the course, EIMS shall fully comply with NCFHE regulations on student agreements, student attendance and student support as required from time to time. Prior to the beginning of a programme, and prior to the residential student or other person directly or indirectly on his behalf, making any payment to EIMS, EIMS shall draw up a written agreement with the intending student in relation to such student's enrolment in that programme, as per the template given as Appendix 6. Such agreements shall be clearly understandable by the students and specific in their requirements as to the duties of the students and EIMS

The provisions of the student agreement relating to student refunds shall meet the following minimum standards:

- (a) the student agreement shall guarantee 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;
- (b) the circumstances in which EIMS will provide a refund shall be clearly stated;
- (c) the terms regarding how a student should apply for a refund shall be clearly stated;
- (d) the refund provisions to apply shall generally be compatible with consumer protection law, including a statement to the effect that the agreement shall not deny the students' right to take further action under the Consumer Affairs Act; and
- (e) EIMS's dispute resolution process shall be clearly explained, including a statement to the effect that such dispute resolution process shall not prevent students from seeking other legal remedies.

In the student agreement, EIMS shall advise intending overseas students of their duty to furnish EIMS 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.

9. Information management

EIMS shall collect, analyse, use, archive and protect relevant information for the effective management of its programmes and other activities, as per Appendix 2.

10. Public information

EIMS is committed to publishing information on its website and through other print and social media about its activities, including courses/programmes, which is clear, accurate, objective, up-to date and readily accessible. The website information shall distinguish between publicly-available information and information restricted to EIMS staff and students.

The information shall include:

- a) the selection criteria for the courses/programmes;
- b) their intended learning outcomes;
- c) the qualifications they award, including information on the MQF level and ECTS learning credits;
- d) the teaching, learning and assessment procedures used, and
- e) the further EIMS learning opportunities available to their students.

11. On-going monitoring and periodic review of programmes

EIMS shall implement the Quality Cycle by monitoring and periodically reviewing its programmes in terms of this QA policy, through the work of the Academic Board. The objectives of this exercise shall be i) to ensure that EIMS achieves the objectives set for them; ii) to review the content of the EIMS programmes in the light of latest research/practice in the sector to ensure that the programme is up to date; and iii) to respond to the changing needs of students and society. Such reviews shall include input from students and, where applicable, input from EQA reports. They shall also include other stakeholders that are benefiting from the outcomes of the programme, including stakeholders from the relevant fields of professional practice.

At a second stage once critical mass in EIMS provision has been achieved, a Quality Assurance Committee that is separate and distinct from the Academic Board shall be set up to undertake the tasks under this Standard and to prepare for and consider the findings of EQA.

12. EQA as integral part of EIMS IQA Process

EIMS is required to undergo external quality assurance by, or with the approval of, the NCFHE on a cyclical basis according to NCFHE guidelines, once every five years. EIMS shall integrate the EQA procedure into its own ongoing IQA process, both by using the EQA MOP as guidelines for its own reflective process in preparation for the EQA, and by integrating the EQA recommendations in its next cycle of internal review and improvements in EIMS structures and procedures.

Appendix 1: EIMS Vision, Mission, Aims and Objectives

The European Institute of Medical Studies (EIMS) is being set up in response to a felt need by medical professionals internationally. All branches of the medical profession require continuous professional development (CPD) to remain abreast of innovations and improvements in their field. In many cases this CPD is also a statutory and/or legal requirement. Medical practitioners need to be able to combine ongoing professional practice with intensive training enhanced by operational research that is embedded in their practice and is a critical tool for reflective practice. They also need to be able to accumulate such modularised CPD to retain their medical registration, and to gain recognised qualifications that are of value within the profession and internationally.

The primary market of EIMS provision is international, not local, although local practitioners are of course welcome to participate. This is because the economies of scale that are required to make high-quality CPD for medical niches financially viable cannot but be sustained through pro-active international marketing that will seek to combine a state-of-the-art medical training experience by top-class medical trainers with the geographical, social, security and cultural attractions that Malta can uniquely provide. This market need is presently not being served in Malta and, indeed, in the region. Thus, EIMS is not in any sense competing with provision already in place locally but will provide value-added in line with the internationalisation agenda for the HE sector of the Government of Malta.

The **Vision** of EIMS is of medical professionals that are in a sustained cycle of excellent practice, reflective professional development and embedded research that is continuously applied to improve the service of medical professionals and the wellbeing of the community.

The **Mission** of EIMS is to serve the medical community in the provision of high-level training and research opportunities that support ongoing improvement in professional practice for the ultimate benefit of patients and the community.

The **Aims** of EIMS are to:

- provide short, high-intensive CPD modules for medical professionals, using Malta as its operational base;
- ensure that such modules can be accumulated for recognised awards and qualifications;
- concretise its corporate social responsibility towards the Maltese community through socially-oriented medical provision and the sharing of its research outcomes;
- support the fostering of an international community of reflective practitioners who attend its CPD provision; through, amongst other means, the implementation of identified research projects;
- target private, national, transnational and international funds to support such research efforts and maximise its corporate social responsibility within Malta.

The **Objectives** of EIMS are as follows:

In the short term, covering this application:

- the development of a strategic relationship with Fernando Pessoa University, which is one of the most prestigious private HEIs in Portugal (<http://international.ufp.pt/>), as per Affiliation Agreement and Side Letter attached;
- the provision of the first planned course in the context of this partnership: Post-Graduate Certificate in Clinical Competences in Dental Medicine. (<http://www.ufp.pt/ensino/pos-graduacoes/competencias-clinicas-em-medicina-dentaria>). This course is fully accredited in Portugal and can be duly recognised by MQRIC within the NCFHE;

- the development of a strategic relationship with the American Academy of Implant Dentistry (AAID) (<http://www.aaid.com/index.html>), leading to the provision in Malta of AAID courses. Initially these courses will not be accredited with the NCFHE and will be in conformity with the provision of such non-accredited courses. This format is being used to ensure that EIMS gains sufficient experience in the provision of such courses so as to be able to develop its QA procedures accordingly and, on that basis, apply in a second phase for course accreditation.

In the medium term, once sufficient experience has been gained and necessitating an amendment to the Provider Certificate:

- the provision of other courses envisaged in the strategic relationship with Fernando Pessoa University;
- the accreditation of Courses that EIMS will provided jointly with AAID;
- the development and accreditation of in-house courses by EIMS;
- the identification of other niches of medical practice that require CPD provision;
- the identification of medical research projects;
- the identification of corporate social responsibility projects;
- the development of a digital learning component to EIMS provision, necessitating an upgrade in its provider licence and procedures.

As can be seen, although EIMS is a start-up enterprise it is built on a solid base of i) excellent professional practice, ii) internationally recognised experience in CPD provision and iii) academic expertise. These three elements of its foundation will ensure that EIMS will grow sustainably and responsibly for the benefit of the medical community, practitioners' patients and the local community.

Appendix 2

EIMS Student Information and Data Protection Policy

The European Institute of Medical Studies (EIMS) protects the privacy of its students' education records in compliance with the Data Protection Act and in particular Subsidiary Legislation 440.09 'Processing Of Personal Data (Education Sector) Regulations'. Access to student data is provided strictly within the parameters of the Act.

A. Types of Data

EIMS holds the following categories of student information:

- Personal data including contact information; demographic data; and biometric, social welfare, medical and academic misconduct data where applicable;
- Enrolment data including students' entry/re-entry applications and related documentation;
- Financial data related to student payments and pending fees;
- Academic data related to students' assessments, clinical placements, yearly and final transcripts, and graduation documentation;
- Research data related to the research carried out by students.

Additionally, the EIMS electronic system automatically gathers standard information about the person making use of EIMS e-services. It also contains some connection information such as the page or service that was requested and the date and time of the request. This information is used for the sole purpose of statistical information gathering and demographics relating to the EIMS website, and enables EIMS to determine general visitor patterns and pathways within the website and to improve future visitors' experience.

EIMS may also collect personal information supplied through the use of web-based forms and surveys. This information, including email addresses and contact numbers, will not be supplied to any third party. In submitting personal information online, students are deemed to be agreeing that EIMS staff may use their details for the sole purpose of conducting the business of EIMS, and are so informed in the web-based forms and surveys.

B. Processing Data

The Data Controller at EIMS is the Academic Director.

EIMS may process personal data in relation to students, parents and legal guardians for administration purposes and for its daily operations and efficient running for the purpose of providing their students with the necessary educational services as required under the Education Act in fulfilment of its contractual commitment with students.

Personal data in relation to students may also be processed for the following purposes:

- academic progress monitoring which includes performance data, examination and assessment results associated with the students;
- organisation of functions and activities which may form part of curricular and extra-curricular requirements, provided that where the processing is related to informal activities the consent is obtained from the students themselves if applicable.

EIMS shall request in writing permission from students to produce and make use of visual images that includes them. Unless otherwise stated, such images may only be used for the purposes of internal administration and for EIMS publicity and publications.

With respect to information connected to electronic or card payments, EIMS does not process information other than for the purposes of payment, strictly in line with the Data Information Act and relevant subsidiary legislation.

C. Accessing Data

EIMS students have the right to access their own data in any one of these fields during their period of studies, including documentation related to course conclusion such as official transcript and degree certificate. After the conclusion of the course the available information can be accessed against a fee.

Biometric, social welfare, medical and academic misconduct data is destroyed on completion of studies. Contact information, entry data, financial data and research data is retained securely for five years after the completion of studies. Demographic data and academic data is retained for 50 years.

Access to data held by EIMS by third parties both in Malta and abroad is strictly in line with Subsidiary Legislation 440.09, and against students' written permission unless otherwise indicated in the said legislation.

D. Data Management and Archiving

For the purposes of this application with one course, student records will be stored securely by the EIMS Academic Director and copied/archived regularly in paper and electronic form as applicable in a separate secure location. All documentary storage and all archiving will be carried out in Malta.

In subsequent phases of development as per the EIMS Vision, Mission, Aims and Objectives document as the number of students and courses increases, student data management, from initial expression of interest to enrolment as well as personal, academic and financial information shall be managed through a customised student information management system (SIMS) that is tried and tested and recognised as fit for purpose for HE.

EIMS is presently in the process of evaluating and shortlisting a number of SIMS software solutions and Learning Management Systems (LMS) that are used in HE contexts. EIMS is ensuring that both SIMS and LMS software has inbuilt student identity and assessment security features, as well as archiving protocols in line with EU guidelines.

During the period of student life, student data is retained in the cloud storage of this software and copied on a securely stored external hard-disc. Paper documentation is scanned and also saved on the cloud and backed up on external hard-disc.

On course completion student data is removed from cloud storage and retained in the external hard-disc and in an additional electronic archive that are stored separately. The sustainability and viability of this archive is reviewed regularly according to software developments to ensure that security, integrity and accessibility of demographic and academic data, for a 50-year period.

E. Right of Review

A student may request amendment of the content of an education record on the grounds that the record is inaccurate, misleading, or otherwise in violation of the privacy of the student. If EIMS does

not amend the record as requested, then the student may request a hearing in front of the Independent Review Board as per the EIMS Internal Quality Assurance Policy. No hearing under this policy shall be granted for challenging the underlying basis for a grade; however, the accuracy of the recording of the grade could be challenged.

F. Review of Policy

The EIMS shall modify this Privacy Policy from time to time according to requirements. Students shall be alerted when the Policy is updated. Students and other third parties are invited to consult this Privacy Policy on the EIMS website in order to become aware of any changes. The date when this Policy was last updated is indicated on the first page this Policy.

Appendix 3

Policy on Academic Misconduct by EIMS Students

EIMS expects all its students to maintain the highest standards of academic honesty and good conduct. Enrolled students shall be asked to sign a commitment to the academic values of EIMS that include academic honesty. The following is a non-exhaustive list of forms of academic dishonesty. In the following list, 'instructor' refers also to lecturer, tutor, supervisor invigilator and assessor.

1. *Cheating during Assessment and Exams*

- using notes, books, calculators, phones, photos, computers, web sites, tweets, social media, or other aids during an assessment or an exam when not allowed by the instructor;
- talking during an assessment or exam when told by the instructor talking is not permitted
- looking at another student's exam or assessment during the testing period;
- continuing to work on an assessment or exam after the instructor has notified students that time for the test has ended;
- stealing, reproducing, circulating, or otherwise gaining access to an assessment, exam, or self-study materials prior to the time authorized by an instructor;
- ignoring the guidelines specified by the instructor for an assignment and instead using materials or study aids that the instructor has forbidden.

2. *Plagiarism*

- Using text, arguments, rhetorical structures, and ideas of another without proper citation and acknowledgment;
- copying data, facts, graphs, computer programs, spreadsheets, images, photos, film/video, or other materials and using them without proper citation or acknowledgment;
- copying assignments, assessments, or exam answers from an answer key, solution manual, textbook, web site, or other items from another student, thus presenting another's work as your own;
- failing to use quotation marks properly or when needed;
- failing to give a source for quoted materials;
- failing to paraphrase language completely;
- failing to give a source for paraphrases;
- failing to cite sources correctly and completely.

3. *Unauthorized Collaboration*

- Receiving help with assignments, assessments or other activities when not allowed by the instructor;
- accepting credit for a group project without doing the share of the work;
- helping others with their work when not allowed by the instructor;
- allowing others to view own work when not permitted to do so by the instructor;
- a group doing another student's work on a group project, lab, presentation, report, or other activity while presenting the work as if done by the entire group equally.

4. *Wilful Misrepresentation*

- fabricating quotations;
- fabricating sources;
- fabricating, dishonestly adjusting, omitting, or otherwise misrepresenting research results and records, including information, data, statistics, research facts, and its analysis;

- engaging in selective reporting or omission of conflicting data for deceptive purposes;
- altering graded work, then resubmitting it for new grade;
- providing false information about reasons for class absences or late work;
- failing to provide required or requested information regarding academic performance or enrolments at previous institutions;
- intentionally obstructing or interfering with other students' academic work, or otherwise undertaking activity with the purpose of creating or obtaining an unfair academic advantage over other students' academic work;
- altering documents affecting academic records, such as falsifying information on an official academic document, form, grade report, letter of permission, clinical record, student id cards, or any other official document;
- providing false information to others about academic performance, leadership activities, or membership in student organizations;
- falsification of information records;
- recording hours not actually worked;
- submitting an altered or fabricated preceptor evaluation;
- altering a score, grade, or schedule change on an academic record;
- forging the signature of an instructor, other eims personnel, another student or third parties without proper authorization;
- creating false university, college, or other official correspondences (such as medical documentation).

5. *Facilitating Academic Dishonesty of Others*

- writing a paper for another student;
- allowing another student to use your past assignments;
- sharing assignments with another student when told collaboration is not allowed;
- allowing or helping another student to look at own exam or assessment during a test;
- sharing with other students own notes, books, calculators, phones, photos, computers, web sites, tweets, social media, or other aids during an assessment or an exam when not allowed by the instructor;
- completing another student's exam or assessment by attending the exam in place of the other student;
- providing any materials, information, or assistance to another person with the knowledge or reasonable expectation that such would be used for dishonest purposes.

Students caught engaging in academic misconduct may be deemed to be doing so through a minor offense or a major offense as determined by the EIMS Academic Board. A minor offense is such that the integrity of the assessment and the final mark are not materially or significantly affected. A major offense is when the integrity of the assessment and the final mark are materially and/or significantly affected. Students so caught shall be dealt with as follows:

- First minor offense: student is issued a verbal warning and discusses consequences of academic misconduct with course tutor.
- Second minor offense: student is issued first written warning and discusses consequences of academic misconduct with Academic Director.
- Third minor offense of first major offense: student is issued a second written warning and is required to resubmit the assessment or examination.
- Second major offense: student is issued a third written warning and is required to retake module for the specific assessment or examination in question.
- Third major offense: student is expelled from the course or programme without refund.

Students have the right to appeal after the determination of the first, second or third major offense, first by recourse to the EIMS Appeals Board as per Appendix 5.

Appendix 4

EIMS Policy on Mitigating Circumstances

EIMS students may, from time to time, be unable to proceed with profit with their studies in their standard format for legitimate personal, health, financial or other reasons. Students shall make a written request in this sense to the Academic Director, citing the request and reason thereof, and provide the necessary evidence. The Academic Director may discuss this request with the Academic Board, but is bound to retain the accompanying evidence in confidence. EIMS may decide that a request is accepted against an administrative fee to cover the cost of the additional work required to address this request.

Students may request to:

- postpone the deadline of an assessment or the date of an examination by not more than six months;
- request that the assessment or examination be in a different medium e.g. oral, or with support e.g. with amanuensis due to a medical condition;
- request that certain extenuating circumstances be taken into consideration on assessment or examination;
- discontinue the course or programme. In this case the student may request a detailed certificate of participation that includes all courses successfully passed and the grades thereof. Should the student wish to resume studies, they are able to do so on presentation of this certificate not later than three academic years after the course has been discontinued;
- terminate course participation and request partial fees refund on humanitarian grounds.

Other requests shall be considered on a case-by-case basis.

Students whose request is denied may appeal this decision to the Independent Appeals Board.

Appendix 5

EIMS Policy on Complaints and Appeals

EIMS Students who wish to make a complaint with respect to services received are required to comply with the following procedure:

| Cause | Action |
|--|---|
| Complaint about any aspect of course delivery by course tutor/lecturer | Oral or written complaint to Course Coordinator |
| Complaint about any administrative aspects apart from course provision | Oral or written complaint to Academic Director |
| Complaint about unsatisfactory response by Course Coordinator | Oral or written complaint to Academic Director |
| Complaint about unsatisfactory response by Academic Director | Written complaint to Independent Appeals Board |
| Complaint about unsatisfactory response by Independent Appeals Board | Legal recourse as per Laws of Malta |

The subject of the complaint should relate specifically to one or more of the following, or comparable issues:

- failure of EIMS to meet obligations;
- misleading or incorrect information in the EIMS website and other information provided by EIMS;
- concerns about the delivery of a programme, teaching, supervision or administration;
- poor quality of facilities, learning resources or services provided directly by EIMS;
- complaints involving other organisations or contractors providing a service on behalf of EIMS;
- complaints relating to allegations of bullying, harassment or victimisation by other students or members of staff;
- complaints about the behaviour of course participants towards other course participants that may impede or obstruct learning.

Students may not appeal grades received, unless on objective grounds of administrative error, or malpractice by academic staff.

Complaints shall be made not later than one month after the event has occurred, unless this was not possible due to *force majeure*. All written complaints shall be acknowledged in writing. EIMS shall endeavour to address and satisfactorily conclude all complaints within a reasonable timeframe to allow for effective redress and continuation of studies if applicable.

The statutory rights of the complainant as well as EIMS are not affected by this policy.

Appendix 6

Student Agreement Template (English version¹)

Agreement between Prof. Andrea Mascolo XXXXX, resident at XXX, for and on the part of EIMS HEI Ltd, official address XXXX, hereinafter referred to as the Provider;

AND

YYY, passport number YYY, resident at YYY, hereinafter referred to as the Student:

The Provider hereby conditionally accepts the application of the Student for the commencement of studies in the EIMS course specified in Section B. The parameters of the course are specified in Section B.

1. Section A

- 1.1 The Student will pay the Provider all the fees specified in Section B, on due date.
- 1.2 The fee is not inclusive of any Student Accommodation and other ancillary costs, unless such costs are specified in Section B.
- 1.3 Once payment for the course or academic year thereof is made, no refund is possible.
- 1.4 The Student agrees that, in all circumstances, any Student Accommodation and ancillary costs paid are not refundable.
- 1.5 Students who defer their studies as per Appendix 4 'Policy on Mitigating Circumstances' of this QA Policy at any time during the programme will be liable for any increase in fees which may have been introduced after their time of deferral and recommencement of study. They will not be allowed to deduct any past payments if they opt to start other programmes.
- 1.6 Should the parents/sponsor/s be responsible for the payment of fees, and cease to do so, the Student will be liable for payment of such fees.
- 1.7 In case of difficulty to honour payments as per Section B due to unforeseen circumstances, the Student shall immediately request the Provider in writing for a revised payment schedule that is acceptable to the Provider.
- 1.8 Failure to honour payment terms as per Section B once the academic year for the course in question starts or subsequently in terms of clause 1.7 above, will lead to immediate withdrawal from the course. In this case the Student agrees that all course fees paid up to then are not refundable.
- 1.9 The Student agrees to abide by the Students' Handbook issued by the Provider.
- 1.10 The Student shall comply with the reasonable instructions and directions as may be given by the Provider from time to time.
- 1.11 The Student agrees to be responsible and to abide by academic standards espoused by the Provider.

¹ A Student Contract in the language of origin of the student, or in a language in which the student is proficient to allow for an appropriate comprehension of the text and the rights and obligations therein, will be made available to students as required.

- 1.12 The Student is expected to attend all lectures (if applicable to this course) at the Provider. Students failing lectures are to present a medical certificate or a signed declaration explaining reason of absenteeism.
- 1.13 If the Student is going to make his/her own accommodation arrangements, he/she shall notify the Provider of the Maltese residential address and telephone number as applicable, as soon as these are available and not less than one week before commencement of course in Malta.
- 1.14 The Student shall notify the Provider of any change in their contact details, which include residential address and other contact information (mobile number, telephone number, email, other electronic media handles) both in their residing country and in Malta, with immediate effect.
- 1.15 The Student shall notify the Provider of any change in their contact details, which include residential address and other contact information (mobile number, telephone number, email, other electronic media handles) in their residing country following the completion of their studies, with immediate effect.
- 1.16 The Student shall notify the Provider of any change in the contact details of their next of kin /immediate contacts as provided in Section B of this agreement, which include residential address and other contact information (mobile number, telephone number, email, other electronic media handles) whether in their residing country and/or in Malta, with immediate effect.
- 1.17 The Provider guarantees the rights of the Student to:
- (i) the provision of lectures and other forms of teaching by suitably qualified and experienced staff as well as appropriate course materials as indicated in the course information material;
 - (ii) the provision of tuition in suitable teaching venues that are so licenced and fit for purpose;
 - (iii) the provision of suitable student resources and academic support services to support the Student's learning journey;
 - (iv) the provision of formative and summative assessment as an integral part of the course units, and detailed summative assessment and certification at the end successful completion of the course;
 - (v) the provision of suitable ancillary support services to support the Student's stay in Malta during the period of tuition.
- 1.18 In the case of a multi-year course, should the Student wish to stop studies after the successful completion of a full academic year as per Appendix 4 'Policy on Mitigating Circumstances', and so formally informs the provider not less than two months before the end of that academic year, and in any case before any payment is made by the Student for the continued tuition, the Provider shall make available a Certificate for Partial Completion of Award, with details of what would have been successfully completed. The Student can present this Certificate to EIMS for continuation of studies not later than three years from the completion of units referred to in the Certificate, without prejudice to fee-paying regulations as per clause 1.5 previously.
- 1.19 This Agreement is subject to the Laws of Malta. Any disputes arising between the parties shall be resolved in terms of the Laws of Malta. Any disputes are first resolved amicably, but if

within 30 days of the registration of dispute in writing an amicable solution is not found, the dispute shall first be submitted for arbitration, failing which legal action may be taken.

- 1.20 The Provider confirms that it complies with consumer protection law, and will not deny students' rights to take further action under the Consumer Affairs Act and will not prevent the student from seeking other legal remedies, if the Provider has not fulfilled its service obligations.
- 1.21 The Student confirms that before entering into this agreement, he/she read, understood and has accepted all marketing information and all academic information related to the course as made available by the Provider, and has accepted to start this course on his/her free will.
- 1.22 The Student agrees that he/she has understood all the contents of this agreement and had no language difficulty in doing so.

2. Section B

| | | |
|------|---|--|
| 2.1 | Name of EIMS Course | |
| 2.2 | EQF Level | |
| 2.3 | ECTS Value | |
| 2.4 | Course Timeline | |
| 2.5 | Course Fee | |
| 2.6 | Accommodation Fee | |
| 2.7 | Ancillary Services Fee | |
| 2.8 | Student's current resident address | |
| 2.9 | Student's email address | |
| 2.10 | Student's home Tel. No. | |
| 2.11 | Student's Mob. No. | |
| 2.12 | Student's other contact details | |
| 2.13 | Name of Student's next of kin/ immediate contact (NOKC) | |
| 2.14 | NOKC address | |
| 2.15 | NOKC email address | |
| 2.16 | NOKC Mob. No. | |
| 2.17 | NOKC other contact details | |

THE PROVIDER
Authorised signatory
 Prof. Andrea Mascolo XXXXX

Witness
 Rocco Ranieri XXXXXX

Student
 (Name)