

Terms and Conditions to the Practical Occupational Training Contract



Terms and Conditions to the practical occupational training contract of Stichting ROC Drenthe College, hereinafter referred to as Drenthe College, located in Emmen.

1. Preconditions

- 1.1. The student council of Drenthe College has agreed to the model practical training contract of Drenthe College and the accompanying terms and conditions.
- 1.2. This agreement is concluded between the student, the institution and the work placement company, in the agreement also designated as “parties” and is managed by the institution.
- 1.3. The student is registered with the institution.
- 1.4. Dutch law applies exclusively to the practical training contract.
The company or the organisation which arranges the practical training, the work placement company, possesses the recognition of SBB at the date of signing of the practical training contract for the qualification for which the student is registered referred to in article 1.5.3. of the WEB.¹

2. Nature of the agreement

- 2.1. The Terms and Conditions form the practical training contract along with the practical training sheet, as referred to in article 7.2.8. of the WEB.
- 2.2. This agreement sets out the general rights and obligations of parties. Agreements which specifically concern the practical training to do by the student, are noted in the practical training sheet. The practical training sheet is an inseparable part of this agreement. Everywhere where this agreement notes ‘practical training’, it refers to the practical training as noted on the practical training sheet.

3. Amendments in the interim period

- 3.1. The practical training contract and more specifically, the practical training data as set out on the practical training sheet, may be amended or supplemented during the practical training period with the written or oral agreement of parties.
- 3.2. If the amendment of practical training data follows from an amendment of the training course of the student, then a request from the student towards the amendment in the training course needs to precede it.
- 3.3. The practical training data related to the training in the context of which the practical training is followed, may only be amended upon request of the student. A consultation, or advice from the institution or the work placement company may precede this request.
- 3.4. The practical training data concerning the commencement and planned end date, duration and extent of the practical training, may also be amended upon request of the work placement company. Such a request is only honoured by the institution after consultation with and agreement of the student.
- 3.5. In the event of an amendment of the practical training data in the interim period, the practical training sheet is replaced by a new practical training sheet during the duration of the practical training.
- 3.6. The institution sends the new practical training sheet to the student as soon as possible in writing (on paper or digitally), and in case of minority also to his/her parent(s) or legal representative(s) and to the work placement company.
- 3.7. The student (and in the case of minority the parent(s) and/or legal representative(s)) and the work placement company are given the opportunity to communicate within 10 working days after dispatch of the new practical training sheet in writing or orally to the institution if the content of the new practical training sheet is not correct.
- 3.8. If the student or the work placement company indicates the adjusted practical training data is not correctly shown (in accordance with the request or the agreement of the party not making the request), then the institution will proceed to correct the practical training data in question.
- 3.9. If the student or the work placement company makes an objection known which addresses that the practical training was adjusted without a request or agreement having been at the basis of it, then the institution will proceed to deletion of the new practical training sheet. In that case, the student remains following the practical training in the work placement company as specified on the original practical training sheet, until agreement of both parties is acquired.

- 3.10. If the student and/or the work placement company do not comply within the period of article 3.7, then the new practical training sheet replaces the previous practical training sheet and with it becomes part of the practical training contract.

4. What it entails

- 4.1. Practical occupational training is a part of each vocational training as referred to in the Adult and Vocational Education Act. The practical occupational training takes place at a work placement company recognised by the Cooperation Organisation for Vocational Education, Training and the Labour Market (hereinafter: SBB) on the basis of a practical training contract. The practical training contract sets out agreements about the practical occupational training to ensure that the student is enabled to acquire the knowledge and experience required for the qualification/optional element. The activities which are carried out by the student in the context of the practical training contract, have a learning function.
- 4.2. Starting principle of the practical occupational training are the education and vocational objectives applicable for the training as these are noted in the Education and Examination Regulations of the training. At the basis of the practical occupational training is a content plan for the practical occupational training which is set out in the Education and Examination Regulations or which are referred to in the Education and Examination Regulations. It needs to be clear for the work placement company which part of the qualification the student needs to obtain during the practical training. The Education and Examination Regulations can be downloaded through the website of the institution.
- 4.3. Choice elements are an inseparable part of the training on the basis of the revised qualification files. The following of choice elements and concluding with an exam is a mandatory part of the training. The student selects choice elements upon commencement of or during the training. This is recorded on a location visible to the student. The student may choose for a choice element which is carried out in the practical occupational training. In that case this is registered on the practical training sheet which is an inseparable part of this practical training contract. Multiple choice elements may be followed at one work placement company, whether or not additional to the current practical training contract.

5. (Best-efforts) obligation work placement company

- 5.1. The work placement company enables the student to obtain the agreed upon learning objectives and achieve the practical training in this manner. The work placement company ensures sufficient daily supervision and training of the student at the workplace. The work placement company participates in the agreed upon moments of contact between student, school and work placement company.
- 5.2. The work placement company appoints a workplace trainer charged with the supervision of the student during the practical occupational training. Upon commencement of the practical training, the student knows who the workplace trainer is.
- 5.3. The work placement company states to be prepared to make assessment of the practical training by an officer of the institution in the practical training possible.
- 5.4. The student is given the opportunity by the work placement company to participate during the practical training to the training which is offered by the institution according to the applicable schedule as well as to tests or exams.
- 5.5. The work placement company provides the student with the basic equipment necessary for the practical training.
- 5.6. The work placement company pays an expense allowance to the student which comprises at least all costs in euros which a student needs to incur from the company or by law in order to do a traineeship with the company. This expense allowance includes travel expenses if these are not reimbursed in another manner and any certificate of conduct. (This applies for student prevocational learning pathway and basic vocational learning pathway.)
- 5.7. The Working Hours Act applies for all interns.
- 5.8. The organisation providing the practical training states to be prepared to make examination of the practical occupational training possible in consultation.
- 5.9. The organisation providing the practical training offers students who are member of the Central Student Council the opportunity to attend the various work activities of this council. It concerns work activities related to the Central Student Council:
 - a. with the Executive Board;
 - b. with the Supervisory Council (and the Executive Board);
 - c. with the Staff Council;
 - d. with the Staff Council and the Executive Board);
 - e. among themselves.

6. (Best-efforts) obligation institution

- 6.1. The institution ensures sufficient supervision by the practical training supervisor. The student knows upon commencement of the practical training who the supervisor of the student is. The school organises and participates with the agreed upon moments of contact between student, school and work placement company.
- 6.2. The practical training supervisor from the institution follows the course of the practical occupational training by maintaining regular contact with the student and with the trainee supervisor of the work placement company and monitors the progress and the connection of the learning objectives of the student to the learning potential in the work placement company.
- 6.3. The institution makes the schedule known in a timely manner to ensure that the student and the work placement company can take this into account.
- 6.4. The institution has the final responsibility with the assessment of whether the student has obtained the components of the qualification which are attended in the practical occupational training. The procedure of the assessment and the method of assessment of the practical training are set out in the Education and Examination Regulations of the training.
- 6.5. The institution adopts the assessment of the work placement company of the student as component of the assessment of the student.

7. (Best-efforts) obligation student

- 7.1. The student makes a best effort in order to successfully complete the learning objectives within the agreed upon period. This is before or no later than on the planned end date which is set out on the practical training sheet. In particular the student is obligated to actually follow the practical training, and to be present at the days and times agreed upon with the work placement company, unless this cannot be reasonably expected of the student due to compelling reasons.
- 7.2. When it comes to absenteeism of the practical training, the rules apply for the student as these are used by the work placement company as well as the rules as these are set out in the students' charter.
- 7.3. Special leave is granted in accordance with the leave regulations of the organisation providing the practical training. Drenthe College has drawn up a pregnancy protocol which sets out agreements, except for the granting of leave, about the attending of the training before, during and after the leave.

8. Further agreements with the student

- 8.1. The institution, the student and the work placement company make concrete agreements about the form and content of the practical training, the method and frequency of supervision, the personal training programme and the testing method. The student participates with the agreed upon moments of contact between student, school and work placement company.
- 8.2. These agreements will be set out in writing in an addendum and will be part of the practical training contract.
- 8.3. Adjustments through custom trajectories for students with a new for support, such as adjustments in time, form and workplace, are substantiated in an appendix of the practical training contract.

9. Rules of conduct, safety and liability

- 9.1. The student is obligated to observe the rules, regulations and instructions applicable within the work placement company in the interest of order, safety and health. The work placement company explains the student about these rules prior to the commencement of the practical training.
- 9.2. The student is obligated to maintain strict confidentiality about all which is confided to the student subject to confidentiality or which the student has come to know as confidential or of which the student should reasonably understand the confidential nature.
- 9.3. The work placement company takes measures in accordance with the Working Conditions Act aimed at the protection of the physical and mental safety and well-being of the student.
- 9.4. The work placement company is liable for damage which the student may suffer during or in relation to the practical training, unless the work placement company shows that it has complied with the obligations specified in article 7:658 paragraph 1 of the Dutch Civil Code, or that the damage is to a considerable extent the consequence of intent or deliberate recklessness of the student. The student reports injury and damage to the workplace trainer and the practical training supervisor immediately. The student makes no payments/promises regarding the question of guilt and/or reimbursements about the ensuing damage and loss.

- 9.5. The work placement company is liable for the damage which the student causes in exercising the work activities during or in relation to the practical training to the (properties of the) work placement company or to (the properties of) third parties, unless there is a case of intent or deliberate recklessness of the student.
- 9.6. The institution is indemnified for damage caused to the student, the work placement company or third parties in exercising the practical training.
- 9.7. The liability of the institution is in all cases limited to the conditions and the cover based on it in the concluded insurance of the institution. This means that that liability is limited to the amount to be paid out by the insurance company of the institution.

10. Problems and conflicts during the practical occupational training

- 10.1. In the event of problems or conflicts during the practical training, the student first turns to the workplace trainer of the work placement company and/or the practical training supervisor of the institution. These will attempt to find a solution together with the student.
- 10.2. If the student believes the problem or conflict is not resolved satisfactorily and the cause of the problem or conflict is that the work placement company does not or does not fully comply with the agreements in this agreement, then the student may discuss the possibilities in consultation with the practical training supervisor of the institution.
- 10.3. If parties do not work it out in joint consultation, then the student may submit a complaint through the complaints procedure of the educational institution. The procedure for submitting a complaint is clearly set out by the school and can be found on the website of Drenthe College.
- 10.4. The work placement company actively takes measures aimed to prevent or fight forms of sexual intimidation, discrimination, aggression or violence. In the event of sexual intimidation, discrimination, aggression and/or violence, the student has the right to immediately suspend the work activities without this being a reason for a negative assessment. The student has to report the cessation of work to the workplace trainer and the practical training supervisor immediately. If this is not possible, then the student reports the cessation of work with the confidential adviser of the work placement company or of the institution.
- 10.5. In accordance with the internship pact, it has to be clear where the student may report internship discrimination or internship abuse, how the support and aftercare looks like and which steps the institution takes after a report. This information can be found on the website of the Drenthe College.
- 10.6. The institution reports large incidents, practical training complaints which are structural in nature and/or reports and signals of internship discriminations with SBB.

11. Data exchange and privacy

- 11.1. The student has a right to access the own student file and more in particular the practical training data processed by the institution.
- 11.2. For the exchange of data about the student, the institution and the work placement company observe the General Data Protection Regulation. This means, among other things, that they treat the personal information of the student carefully and that they are transparent about this towards the student. The privacy regulations of the institution set out what data of the student are provided to the work placement company under which conditions and when the permission of the student is required for this.

12. Duration and termination agreement

- 12.1. The practical training contract enters into effect after signing the first practical training sheet and is, in principle, concluded for the duration of the practical training period as specified on the practical training sheet.
- 12.2. The practical training contract is terminated by operation of law:
 - a. At the time that the student has completed the agreed upon number of hours and has completed the practical training with a positive assessment or, in the case of a choice element, if the student has completed the agreed upon number of hours and has completed the practical training.
 - b. By the lapse of the planned end date as specified on the practical training sheet.
 - c. By the termination of the registration between the student and the institution.
 - d. By dissolution or by loss of legal personality of the work placement company or if the work placement company ceases to exercise the profession in the specified business referred to in the practical training contract.
 - e. When the recognition of the work placement company as referred to in article 7.2.10 of the WEB is lapsed or withdrawn.
 - f. By dissolution or loss of legal personality of the organisation providing the practical training or if the organisation providing the practical training ceases to carry out the profession or

- the specified company referred to in the practical occupational training contract;
A termination by operation of law will be confirmed by the institution to the student and the work placement company in writing.
- 12.3. The work placement company may be termination in joint consultation between the institution, the student and the work placement company by mutual agreement.
 - 12.4. The practical training contract may be dissolved (extrajudicially):
 - a. By the work placement company if the student does not comply with rules of conduct, as specified in article 9.1 and 9.2 of these terms and conditions, despite express (repeated) warning.
 - b. By one of the parties pursuant to compelling circumstances it cannot be reasonably required from this party to have the practical training contract continue. Drenthe College cannot be held liable for damage and loss as a result of termination of this practical occupational training contract;
 - c. By one of the parties if the institution, the student or the work placement company does not comply to the obligations imposed on them by law or in the practical training contract.
 - d. By the student or the work placement company, if the employment agreement (if present) is terminated between the student and the work placement company.
 - 12.5. A dissolution by one of the parties pursuant to article 12.4 takes place in writing to the other parties with reference of the reason of dissolution.
 - 12.6. Prior to a dissolution pursuant to article 12.4 under c the party that does not comply with the obligations needs to be given the opportunity by the other parties to still comply with obligations within a period of two weeks. A notice of default in writing is not necessary if performance remains permanently impossible or if the party has already made it known to no longer comply with the obligations and setting a deadline is unnecessary.
 - 12.7. For students in the basic vocational learning pathway for whom an interruption in the interim period or termination of the practical occupational training takes place outside of the control of the student, the rule applies that the student is given no more than four months to find a different organisation providing a practical occupational training (employer). Drenthe College reserves the right to dissolve the education agreement if the student does not succeed in this within the stipulated period of time.

13. Replacement practical training place

- 13.1. If the practical training contract is terminated because the work placement company does not comply with its obligations (the practical training place is not or not completely available, the supervision is remiss or lacking, the work placement company no longer possesses a favourable assessment as referred to in article 7.2.10 of the WEB or there are other circumstances which result in the practical training no longer being able to take place), then the institution facilitates after consultation with SBB that an adequate replacement provision is made available for the student as soon as possible.

14. Final provision

- 14.1. In the cases which the practical training contract does not provide for, the institution and the work placement company decide after consultation with the student.
- 14.2. If it concerns matter which concern the responsibility of SBB, then SBB is involved with this consultation.
- 14.3. The student and the organisation providing the practical training state that they have taken note of the documents which are referred to in this practical occupational training contract.