

Practical training contract

ROC Menso Alting

Terms and Conditions

1. Preconditions

- 1.1. The student council of <naam instelling> has approved the model practical training contract of ROC Menso Alting and the associated terms and conditions.
- 1.2. This contract will be entered into between the student, the institution and the training company - also referred to in this contract as “the parties” - and will be administered by the institution.
- 1.3. The student is registered with the institution on the basis of a training contract.
- 1.4. The practical training contract is exclusively governed by Dutch law.
- 1.5. The company or other organisation that provides the practical vocational training - the training company - will have in its possession, on the date of signature of the practical training contract, a favourable assessment by the Cooperation Organisation for Vocational Education, Training and the Labour Market (*Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven* - SBB) for the qualification for which the student is registered, within the meaning of article 7.2.10 of the Adult and Vocational Education Act.

2. Nature of the contract

- 2.1. The Terms and Conditions, together with the practical vocational training document, form the practical training contract within the meaning of article 7.2.8. of the Adult and Vocational Education Act.
- 2.2. This contract sets out the general rights and obligations of the parties. Agreements that specifically concern the practical vocational training to be followed by the student are stated in the practical vocational training document. The practical vocational training document forms an integral component of this contract. Where ‘practical vocational training’ is stated in this contract, this refers to the practical vocational training as specified in the practical vocational training document.

3. Interim amendments

- 3.1. The practical training contract, and more specifically the details of the practical vocational training as stated in the practical vocational training document, can be amended or supplemented during the practical vocational training period with the written or verbal approval of the parties.
- 3.2. If the amendment to the details of the practical vocational training arises from a change in the student’s training programme, this must be preceded by a request by the student for a change of the training programme and an amendment of the training contract.
- 3.3. The details of the practical vocational training concerning the training programme within the framework of which the practical vocational training will be followed can only be amended at the student’s request. This request may be preceded by a consultation with or advice from the institution or the training company.
- 3.4. The details of the practical vocational training concerning the start date and planned end date, duration and scope of the practical vocational training can also be amended at the request of the training company. Such a request will only be complied with by the institution following consultation with and with the approval of the student.
- 3.5. In the event of an interim amendment of the details of the practical vocational training, the practical vocational training document will be replaced by a new practical vocational training document for the duration of the practical vocational training.
- 3.6. The institution will send the new practical vocational training document in writing (on paper or in digital form) to the student (and if the student is a minor also to his/her parent(s) or legal representative(s)) and to the training company.
- 3.7. The student (and if the student is a minor also his/her parent(s) or legal representative(s)) and the training company will be given the opportunity to notify the institution verbally or in writing,

within 10 working days of the new practical vocational training document being sent, if the content of the new practical vocational training document is incorrect.

- 3.8. If the student or the training company states that the amended details of the practical vocational training are not correctly represented (in accordance with the request, or the approval of the party not making a request) then the institution will correct the relevant details of the practical vocational training.
- 3.9. If the student or the training company objects to the details of the practical vocational training have been amended other than on the basis of a request or approval, then the institution will cancel the new practical vocational training document. In that case, the student will continue to follow the practical vocational training at the training company as stated in the original practical vocational training document until the approval of both parties is acquired.
- 3.10. If the student and/or the training company do not respond within the period specified in article 3.7, then the new practical vocational training document will replace the previous practical vocational training document and thus become a component of the practical training contract.

4. Content and structure

- 4.1. Practical vocational training forms a component of all vocational training within the meaning of the Adult and Vocational Education Act. The practical vocational training will take place at a training company accredited by the Cooperation Organisation for Vocational Education, Training and the Labour Market (*Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven*, hereinafter referred to as the SBB) on the basis of a practical training contract. Agreements on the practical vocational training will be specified in the practical training contract, so that the student is enabled to gain the knowledge and experience that are necessary for the qualification/optional module. The activities that are carried out by the student within the framework of the practical training contract will have an educational purpose.
- 4.2. The basic principles of the practical vocational training are the education and training aims as stated in the Education and Examination Regulations (*Onderwijs- en examenregeling* - OER) of the training programme. The practical vocational training will be based on a substantive plan for the practical vocational training that is included or referred to in the OER. It must be clear to the training company which component of the qualification the student must attain during his or her practical vocational training. The OER can be inspected at the examination bureau and the educational bureau, and can be viewed on the ROC Menso Alting website.
- 4.3. Optional modules form an integral component of the training programme on the basis of the revised qualification files. Following optional modules and completing them with an examination is a compulsory component of the training programme. The student selects optional modules at the start of or during the training programme. This will be established in the training contract. The student can select an optional module that will be given form to during the practical vocational training. In that case this will be registered in the practical vocational training document, which forms an integral component of this practical training contract. More than one optional module can be followed at a single training company, whether or not this is supplementary to the current practical training contract.

5. (Best effort) obligations of the training company

- 5.1. The training company will enable the student to achieve the agreed learning aims in order to successfully complete the practical vocational training. The training company will ensure that the student receives sufficient day-to-day supervision and training in the workplace.
- 5.2. The training company will designate a practical trainer who is responsible for the supervision of the student during the practical vocational training. The student will know who the practical trainer is at the start of the practical vocational training. The details of the practical trainer can be found in Magister.
- 5.3. The training company declares that it is prepared to enable the evaluation of the practical vocational training at the training company by an official of the institution.
- 5.4. The training company will enable the student to take part in the education offered by the institution in accordance with the applicable timetable, and take part in tests or examinations, during the practical vocational training period.
- 5.5. The training company declares that it is prepared to enable examination in the practical vocational training in mutual consultation.

6. (Best effort) obligations of the institution

- 6.1. The institution will ensure sufficient supervision by the practical vocational training supervisor. The student will know who his or her supervisor is at the start of the practical vocational training. The details of the practical vocational training supervisor can be found in Magister.
- 6.2. The practical vocational training supervisor from the institution monitors the progress of the practical training through regular contact with the student and the practical training supervisor at the training company, and monitors the advancement of the student's learning aims and their connection with the learning opportunities at the training company.
- 6.3. The institution will publish the timetable in good time, so that the student and the training company can take it into account.
- 6.4. The institution has the ultimate responsibility for assessing whether the student has attained the qualification for which components have been followed in the practical vocational training. The procedure and method of assessing the practical vocational training are described in the Education and Examination Regulations of the training programme.
- 6.5. Upon its own assessment of the student the institution takes into account the training company's findings.

7. (Best effort) obligations of the student

- 7.1. The student will make his or her best efforts to successfully achieve his or her learning aims within the agreed period, i.e. before or at the latest on the planned end date as stated in the practical vocational training document. In particular, the student is obliged to actually follow the practical vocational training, and to be present on the days and at the times agreed with the training company, unless this cannot be expected of him or her due to compelling reasons.
- 7.2. In the event of absence from the practical vocational training, the rules applied by the training company, as well as the rules as agreed between the student and the institution in the training contract, apply to the student.
- 7.3. If the student is absent without stating any reasons, then the training company will notify the practical vocational training supervisor from the institution of this as soon as possible.

8. Further agreements with the student

- 8.1. The institution, the student and the training company can make further individual agreements if so desired, for example on the learning aims, the supervision or the assessment of the student.
- 8.2. These agreements will be established in writing in an addendum that forms a component of the practical training contract.

9. Code of conduct, safety and liability

- 9.1. The student is obliged to adhere to the rules, prescriptions and instructions applicable at the training company in the interests of good order, health and safety. The training company will inform the student of these rules before the commencement of the practical vocational training.
- 9.2. The student is obliged to observe confidentiality in respect of that which is entrusted to him or her in confidence, or that which has come to his or her knowledge as confidential, or whose confidential character he or she must reasonably understand.
- 9.3. In accordance with the Working Conditions Act, the training company will take measures aimed at the protection of the student's physical and mental health.
- 9.4. The training company is liable for any loss or damage that the student may suffer during or in connection with the practical vocational training, unless the training company demonstrates that it has complied with the obligations stated in article 7:658, paragraph 1 of the Dutch Civil Code, or that the loss or damage was to a significant degree the consequence of an intentional act or omission or deliberate recklessness on the part of the student.
- 9.5. The training company is liable for any loss or damage that the student causes to the training company or its property, or to third parties or their property, in carrying out his or her working activities during or in connection with the practical vocational training, except in the case of an intentional act or omission or deliberate recklessness on the part of the student.
- 9.6. The institution is indemnified against loss or damage that is caused to the student, the training company or third parties in the performance of the practical vocational training.

- 9.7. The liability of the institution is in any event limited to the conditions and the cover based on these conditions in the insurance taken out by the institution. This means that this liability is limited to the amount to be paid out by the institution's insurance company.

10. Problems and conflicts during the practical vocational training

- 10.1. In the event of problems or conflicts during the practical vocational training the student will initially consult with the practical trainer from the training company or the practical vocational training supervisor from the institution, who will attempt to arrive at a solution together with the student.
- 10.2. If the student is of the opinion that the problem or conflict has not been satisfactorily resolved and that the cause of the problem or conflict is that the training company has not or has insufficiently adhered to the agreements in this contract, then the student can discuss further possibilities with the practical vocational training supervisor from the institution.
- 10.3. If the problem or conflict is not satisfactorily resolved, the student can submit a complaint through the complaints procedure of the educational institution. The procedure for submitting a complaint is stated in the training contract that the student has entered into with the educational institution.
- 10.4. The training company will take measures that are aimed at preventing or combating manifestations of sexual harassment, discrimination, aggression or violence. In the event of sexual harassment, discrimination, aggression and/or violence, the student is entitled to immediately cease work without this being a reason for a negative assessment. The student must immediately notify the practical trainer and the practical vocational training supervisor of the cessation of work. If this is not possible, then the student will notify the confidential counsellor at the training company or the institution of the cessation of work.

11. Exchange of information and privacy

- 11.1. The student is entitled to inspect his or her own student file, and more particularly the details of the practical vocational training administered by the institution.
- 11.2. In exchanging information on the student, the institution and the training company will act in compliance with the Personal Data Protection Act. This means, among other things, that they will treat the personal data of the student with due care, and that they will be transparent in this respect towards the student. The privacy regulations of the institution include a statement of which data on the student can be supplied to the training company, and under what conditions, and when the student's consent is required for this.

12. Duration and termination of the contract

- 12.1. The practical training contract comes into effect following the signature of the initial practical vocational training document, and is in principle entered into for the duration of the practical vocational training period as stated in the practical vocational training document.
- 12.2. The practical training contract will be terminated by operation of law:
- At the time that the student has completed the practical vocational training with a positive assessment or, in the case of an optional module, when the student has completed the practical vocational training.
 - Due to the expiry of the planned end date as stated in the practical vocational training document.
 - Due to the termination of the training contract between the student and the institution.
 - Due to the dissolution or loss of the corporate capacity of the training company, or when the training company ceases to carry out the activities stated in the practical training contract within the specified company.
 - If the accreditation as referred to in article 7.2.10 of the Adult and Vocational Education Act has expired or is withdrawn.
The institution will confirm a termination by operation of law to the student and the training company in writing.
- 12.3. The practical training contract can be terminated in mutual agreement between the institution, the student and the training company.
- 12.4. The practical training contract can be (extrajudicially) terminated:
- By the training company if the student, despite (repeated) explicit warnings, does not adhere to the code of conduct as stated in article 9.2 of these terms and conditions.

- b) By one of the parties if, due to compelling circumstances, it can no longer be reasonably expected that this party will allow the practical training contract to continue.
- c) By one of the parties if the institution, the student or the training company does not adhere to the obligations imposed on him/her/it by law or in the practical training contract.
- d) By the student or the training company if the employment contract (if present) between the student and the training company is terminated.

12.5. Termination by one of the parties in pursuance of article 12.4 will be notified to the other parties in writing, stating the reason for the termination.

12.6. Prior to a termination in pursuance of article 12.4, point c, the party that has not complied with its obligations must be given the opportunity by the other parties to nevertheless comply with its obligations within a period of two weeks. A written notice of default is not necessary if compliance is permanently impossible, or if the party has already let it be known that it will no longer comply with its obligations, and the setting of a period is therefore irrelevant.

13. Alternative practical training placement

13.1. If the practical training contract is terminated because the training company has not complied with its obligations (the practical placement is not or not fully available, the supervision is inadequate or absent, the training company no longer has a favourable assessment within the meaning of article 7.2.10 of the Adult and Vocational Education Act or there are other circumstances that mean that the practical vocational training cannot properly take place) then following consultations with the Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB) the institution will facilitate the provision of an adequate alternative placement to the student as soon as possible.

14. Final provision

14.1. All matters not provided for by the practical training contract will be decided upon by the institution and the training company following consultation with the student.

14.2. If this concerns issues that relate to the responsibility of the SBB, then the SBB will be involved in these consultations.