

Practical Training Agreement Deltion College

General Terms and Conditions

Valid from 1 January 2018

4. Enabling conditions

- 4.1 The Deltion College Student's Council has approved the Deltion College practical training agreement template and its associated general terms and conditions.
- 4.2 This agreement is made between the student, the school and the training company, also referred to in this agreement as "the parties" and is managed by the school.
- 4.3 The student is enrolled at the school on the basis of an education agreement.
- 4.4 The practical training agreement is governed exclusively by Dutch law.
- 4.5 The business or the organisation providing the practical vocational training, the training company, must have received a positive rating from the stichting Samenwerking Beroepsonderwijs Bedrijfsleven [foundation for Cooperation Vocational Education and Business] (hereinafter: SBB) for qualification for which the student is enrolled as set out in article 7.2.10 of the WEB (Wet Educatie en Beroepsonderwijs [Vocational Education Act]) on the date of signing of the practical training agreement.

5. Nature of the agreement

- 5.1 The General Terms and Conditions, together with the practical vocational training sheet, comprise the practical training agreement as set out in article 7.2.8. of the WEB.
- 5.2 This agreement contains the parties' general rights and obligations. Provisions which specifically apply to the practical vocational training are listed in the practical vocational training sheet (hereinafter: PVT sheet). This PVT sheet is an inseparable part of this agreement. Any reference made in this agreement to 'PVT', means the PVT as listed on the PVT sheet.

6. Interim changes

- 6.1 The practical training agreement, more specifically the PVT data listed on the PVT sheet, may be revised or supplemented during the term of the PVT with the parties written or verbal agreement.
- 6.2 If the change of PVT data is due to a change of the student's educational path, the student must first request a change of training plan and have a change made to the education agreement.
- 6.3 The PVT data regarding the course for which the PVT is being followed may be changed only at the student's request. Such a request may be preceded by a consultation, or an advice on the part of the school or the training company.
- 6.4 The PVT data regarding the start and planned end-date, duration and extent of the PVT may also be changed at the request of the training company. Such a request will be granted only after consultation with, and consent from, the student.
- 6.5 In the event of an interim revision of the PVT data, the PVT sheet will be replaced by a new PVT sheet during the term of the PVT.
- 6.6 The school will send the new PVT sheet to the student (and, if the student is under 16 years of age, to his/her parent(s) or legal guardian(s)) and to the training company, as soon as possible and in writing (either on paper or digitally).
- 6.7 The student (and, if the student is under 16 years of age, his/her parent(s) or legal guardian(s)) and the training company will be given the opportunity to inform the school, either verbally or in writing, of any errors in the contents of the new PVT sheet within 10 working days after sending the new PVT sheet.

- 6.8 If the student or the training company states that the revised PVT data are not stated correctly (that is, in accordance with the request or the consent of the non-requesting party), the school will proceed to correct the PVT data in question.
- 6.9 If the student or the training company makes an objection to the effect that the PVT data have been revised without having been based on any request or consent, the school will cancel the new PVT sheet. In this case, the student will continue to follow the PVT with the training company as stated on the original PVT sheet until such time as consent has been given by both parties.
- 6.10 If the student and/or the training company fail to respond within the term set out in article 6.7, the new PVT sheet replaces the previous PVT sheet and in doing so, becomes part of the practical training agreement.

7. Contents and structure

- 7.1 Practical vocational training is part of any vocational training as set out in the WEB. The practical vocational training takes place on the basis of a practical training agreement at a training company recognised by the SBB. The practical training agreement sets out the arrangements agreed regarding the practical vocational training, allowing the student to gain the knowledge and experience necessary for the qualification/electives. The activities performed by the student in the context of the practical training agreement have an educational goal.
- 7.2 The basis for practical vocational training are the educational and training goals as described in the course guide. The practical vocational training takes place in accordance with a substantive practical vocational training plan which is included in the course guide or which is referred to in the course guide. It must be clear to the training company which part of the qualification the student is to attain during his/her PVT. The course guide may be downloaded at <http://www.deltion.nl/studiegidsen>.
- 7.3 Electives are an inseparable part of the course on the basis of the revised qualification files. Taking electives and completing these with an exam is a mandatory element of the course. At the start of or during the course, the student selects electives. This is recorded in the education agreement. The student may choose an elective to be completed through the practical vocation training. In such a case, this will be recorded on the PVT sheet which is an inseparable part of this practical training agreement. Multiple electives may be followed at a single training company, which may or may not supplement the ongoing practical training agreement.

8. Training company's (reasonable) obligations

- 8.1 The training company enables the student to attain the agreed learning goals in order to complete his/her PVT. The training company will provide sufficient day-to-day guidance and training for the student in the workplace.
- 8.2 The training company will appoint a practical trainer who is responsible for providing guidance to the student during the practical vocational training. At the start of the PVT, the student must know who the practical trainer is.
- 8.3 The training company states that it is prepared to facilitate the assessment of the PVT by a representative of the school at the training company's premises.
- 8.4 During the PVT, the training company will allow the student to receive the education provided by the school in accordance with the prevailing class schedule, as well as any tests of exams.

9. School's (reasonable) obligations

- 9.1 The school will ensure sufficient support by the PVT counsellor. At the start of the PVT, the student must know who the PVT counsellor is.
- 9.2 The school's PVT counsellor will follow the practical vocational training's progress by maintaining regular contact with the student and the training company's practical trainer and tracks the student's progress and the alignment between the student's educational goals and the educational opportunities offered by the training company.
- 9.3 The school will announce the class schedule in due time, allowing both student and training company to take this into account.
- 9.4 The school retains the final responsibility for assessing whether the student has succeeded in regard to the component parts of his/her qualification that were followed in practical vocational training. The assessment procedure and the manner in which the PVT is assessed are both described in the course guide.
- 9.5 The school will take account of the training company's opinions regarding the student when assessing the student.

10. Student's (reasonable) obligations

- 10.1 The student will make his/her best efforts to successfully complete his/her educational goals within the agreed terms. This means before or no later than the planned end-date stated on the PVT sheet. Specifically, the student is obliged to actually follow the PVT and to be present at the times and dates agreed with the training company, unless this cannot be required of him/her for serious reasons.
- 10.2 For absenteeism from the PVT, the rules in use at the training company apply to the student as well as the rules which have been agreed between the student and the school in the education agreement.

11. Further agreements with the student

- 11.1 If the school, the student and the training company wish to do so, they may make further individual agreements. These may concern the student's educational goals, guidance or assessment.
- 11.2 These agreements will be recorded in writing in an addendum and become part of the practical training agreement.

12. Rules of conduct, safety and liability

- 12.1 The student is obliged to comply with the rules, regulations and instructions in force at the training company, in the interests of order, safety and health. The training company will inform the student of these rules before the PVT commences.
- 12.2 The student is required to treat as secret all that is entrusted to him/her in confidence or that has come to his/her attention or the confidential nature of which the student should reasonably understand.
- 12.3 Pursuant to the Arbeidsomstandighedenwet [Labour Conditions Act], the training company will take measures seeking to safeguard the student's physical and mental safety.
- 12.4 The training company is liable for damage that the student may suffer during or in connection with the PVT, unless the training company is able to demonstrate that it has complied with the obligations set out in article 7:658, paragraph 1, of the Dutch Civil Code, or if the damages are, to a significant extent, the consequence of deliberate or grossly negligent conduct on the part of the student.

- 12.5 The training company is liable for damage caused by the student to the (property of the) training company or to (the property of) third parties in connection with the performance of his/her activities during or in connection with the PVT, unless there was deliberate or grossly negligent conduct on the part of the student.
- 12.6 Under all circumstances, the school's liability is limited to the conditions and the coverage by the school's insurance(s) on which they are based. This means that such liability is limited to the amount paid out by the school's insurer. The school's liability insurance includes secondary coverage in accordance with the 'damage during internships with no demonstrable liability' provision for property damage. During the PVT (and not in his/her own time), a student without an employment agreement with the training company is covered by the school's collective personal injury insurance.
- 12.7 The school will be indemnified for (other) damages arising for the student, the training company or third parties during the performance of the PVT.

13. Problems and conflicts during the practical vocational training

- 13.1 In the case of problems or conflicts during the PVT, the student must initially refer to the training company's trainer and/or the school's PVT counsellor. Together with the student, they will seek a solution to the problem.
- 13.2 If the student believes that the problem or conflict has not been resolved to his/her satisfaction and the origin of the problem or conflict lies with the training company not complying, or insufficiently complying, with the provisions of this agreement, the student may discuss his/her further options with the school's PVT counsellor.
- 13.3 If the student still believes that the problem or conflict has not been resolved to his/her satisfaction, the student may file a complaint/letter of objection through the school's complaints procedure. The procedure for filing a complaint/letter of objection is included in the education agreement between the student and the school.
- 13.4 The training company will take measures aimed at the prevention or reduction of cases of sexual harassment, discrimination, aggression or violence. In cases of sexual harassment, discrimination, aggression and/or violence, the student has the right to cease immediately his/her activities without any negative consequences to his/her assessment. The student must report his/her having ceased his/her activities to the trainer and the PVT counsellor. If this is not possible, the student must report the cessation of his/her activities to the training company's or the school's confidential counsellor.

14. Exchange of information and privacy

- 14.1 The student has the right of access to his/her own student's file and more particularly the PVT data processed by the school.
- 14.2 In exchanging data regarding the student, the school and the training company will comply with the Wet bescherming persoonsgegevens (Wbp) [Personal Data Protection Act]. This also means that they will treat the student's personal data with great care and ensure transparency regarding this data towards the student. The school's privacy statement lists under which conditions which of the student's data may be provided to the training company and in which cases the student's consent is required.

15. Duration and termination of the agreement

- 15.1 The practical training agreement takes effect upon signing of the first PVT sheet and is, in principle, entered into for the duration of the PVT term as stated on the PVT sheet.

- 15.2 The practical training agreement expires by automatic force of law:
- a. At such time as the student has completed the PVT with a positive assessment or, in case of an elective, at such time as the student has completed the PVT.
 - b. At the time of the planned end-date as stated on the PVT sheet.
 - c. If the education agreement between the student and the school is terminated.
 - d. By dissolution or loss of legal personality of the training company or if the training company were to cease practising the profession set out in the practical training agreement in the aforementioned business.
 - e. If the training company's recognition as set out in article 7.2.10 of the WEB has expired or is revoked.

A termination by automatic force of law will be confirmed in writing by the school to the student and the training company.

- 15.3 The practical training agreement may be terminated by mutual agreement between the school, the student and the training company.

- 15.4 The practical training agreement may be dissolved (without judicial intervention):

- a. By the training company, if the student, in spite of express (repeated) warnings, fails to comply with the rules of conduct as set out in article 12.1 and 12.2 of these general terms and conditions.
- b. By any of the parties, if due to serious circumstances this party can no longer be reasonably required to continue the practical training agreement.
- c. By any of the parties, if the school, the student or the training company fails to comply with any of its obligations imposed on it by law or the practical training agreement.
- d. By the student or the training company, if the employment agreement (if present) between the student and the training company is terminated.

- 15.5 A dissolution by any of the parties pursuant to article 15.4 must be done in writing by giving notice to the other parties while stating the reason for the dissolution.

- 15.6 Prior to any dissolution on the basis of article 15.4 under c, the other parties must give the party failing to meet its obligations a final opportunity to meet his/her obligations within a period of two weeks. A written notice of default is not necessary if it is no longer possible to meet the obligations being defaulted on or if the party has already stated that it will no longer meet its obligations and that setting a term for compliance is therefore superfluous.

16. Replacement practical training location

- 16.1 If the practical training agreement is terminated due to the training company's failure to meet its obligations (the practical training location is not available or insufficiently available, the guidance is lacking or absent, the training company no longer has a positive rating as set out in article 7.2.10 of the WEB or there are other circumstances causing it to be no longer possible to properly perform the PVT), after consulting with SBB, the school will endeavour to have an adequate replacement practical training location made available to the student as soon as possible.

17. Concluding provision

- 17.1 In cases not provided for by the practical training agreement, the school and the training company decide after consulting with the student.
- 17.2 If this concerns matters touching upon SBB's responsibilities, SBB will be involved in this consultation.
- 17.3 This agreement is governed exclusively by Dutch law.