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GENERAL TERMS AND CONDITIONS OF THE WORK PLACEMENT AGREEMENT

(BPV AND OTHER WORK PLACEMENTS)

ROC van Flevoland

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Introduction

Work placement is an important part of the vocational course. Work placement or practical training (BPV) is regulated in the Work placement agreement . The work placement agreement is signed by three parties: the student, the work placement company and the educational institution. The rights and obligations of the student, the work placement company and the educational institution are defined in the General Terms and Conditions. Other documents are referred to in the General Terms and Conditions, such as for example the Education and Examination Regulations. The latest versions of these documents can be found on the website of the educational institution.

The student must sign the (legally required) Work placement agreement before starting the work placement. From the age of 16, the minor student may sign this contract independently.

In section 1, terms that play a role in the work placement are explained in more detail. Section 2 deals with the structure of the Work placement agreement . Section 3 deals with the work placement from beginning to end. How changes are dealt with is also discussed. In section 4, the obligations of all parties, student, work placement company and educational institution, are explained in more detail. Section 5 is about non-compliance with the obligations and the consequences. Section 6 discusses liability during the work placement. Disputes and complaints are discussed in section 7. Section 8 contains final provisions.

Together with the student council, the educational institution has made the text as understandable as possible. Because this is a legal contract, it sometimes contains difficult terms and abbreviations. These are explained. If the student does not understand certain things, the student can contact the guidance counsellor / mentor.

Ms. S.J. Lim A Po,
Director Education Information Services (Directeur Dienst Onderwijsinformatie)

1. Explanation of terms and abbreviations used

The terms and abbreviations used in this agreement are explained in more detail below: first the reference to the Act, then an explanation in everyday language.

Accreditation (recognition)	Recognition / favourable assessment of the work placement company by the Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB); S. 7.2.10 Adult and Vocational Education Act (WEB).
Adult and Vocational Education Act (WEB)	Adult and Vocational Education Act.
Complaints Procedure	Procedure for handling complaints about the education.
Cooperated Organisation for Vocational Education, Training and the Labour Market (SBB)	Vocational education and the business community work together in SBB to provide students with the best practical training with prospects of a job (www.s-bb.nl).
CREBO = Central Register of Vocational Courses	Code by which the vocational course is admitted by the Ministry of Education, Culture and Science (ministerie van OCW).
Education Agreement	The education agreement sets out the rights and obligations of the educational institution and the student, which they have agreed between them within the formal frameworks; S. 8.1.3 (WEB).
Education and Examination Regulations = EER	The Education and Examination Regulations (EER) contain guidelines which are important for the successful course of both study and examinations.
Educational institution	A regional training centre (ROC), the school S. 1.3.1 (WEB).
Executive Board	The competent authority of the educational institution; S. 9.1.4. (WEB).
He (his)	Where he (his) is written, she (her) can also be read.
Learning Track	This means schoolbased (BOL) learning track or work-based (BBL) learning track; S. 7.2.2, second subsection (WEB).
Onderwijs en examen-reglement = OER	See EER
Optional Subject Work Placement Form	Course details for the Optional Subject taken in the form of a work placement.
Practical Trainer	A person designated by the workplacement company who is charged with supervising the student within the work placement company
Practical Training (BPV)	See work placement.

Reference	: General Terms and Conditions of the Work Placement Agreement ROCvF
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School day	A school day is one of the 200 days per school year on which educational activities are scheduled.
School guidance counsellor	Professional practice (BPV) counsellor within the meaning of S. 7.2.8. subsection 1 (WEB) or another counsellor of the student from the vocational course / school.
School-based learning track = BOL	The student on a school -based (BOL) track takes senior secondary vocational courses and also does several work placements. The vocational course focuses on theory and independent study; S. 7.2.7, third subsection (WEB).
Student	Participant, person who follows senior secondary vocational education for the purpose of obtaining a diploma; S. 8.1.1, first subsection, first sentence (WEB).
Students' Charter	The rights and obligations of students and the educational institution are specified in the Students' Charter; S. 7.4.8 subsection 4 (WEB).
Study Guide	Part of the education and examination regulations that sets out at the start of the vocational course which requirements the student must meet in order to pass the course.
VET (Vocational Education and Training) College	A cluster of vocational courses managed by an executive board. The school where you take your vocational courses.
Work Placement	Training during the practice of the vocation, or practical training (BPV) within the meaning of S. 7.2.8 subsection 1 WEB or different types of work placements in the context of contract education.
Work Placement Company	the institution, organisation or company where you do your work placement; S. 7.2.8 subsection 3 (WEB).
Work placement agreement	Training during the practice of the vocation, or practical training (BPV) or other types of work placements in the context of contract education; S.7.2.8 subsection 1 (WEB).
Work Placement Form	The part of the work placement contract on which the course details are stated; S.7.2.8 subsection 1 (WEB).
Work Placement Manual	Guide containing the course contents, assessment criteria and time sheet of the work placement (assignments) to enable successful completion of the work placement.
Work-based learning track = BBL	The student on a work-based (BBL) track has an employment contract / can have an employment contract with an employer and also follow senior secondary vocational courses. The vocational course is practice based; S. 7.2.7, fourth subsection (WEB).

2. Work placement agreement

A. Structure of the Work placement agreement

- 2.1 The student is registered with the educational institution based on an Education Agreement and is not an examination participant.
- 2.2 The Work placement agreement is concluded between the student, the educational institution and the work placement company, also referred to in this contract as the “parties” and is managed by the educational institution.
- 2.3 The Work placement agreement consists of a Work Placement Form and these General Terms and Conditions.
- 2.4. The Work placement agreement can be supplemented by additional agreements between the educational institution, the work placement company and the student; they will form an integral part of the agreement.
- 2.5 An Optional Subject Work Placement Form can be added to the Work placement agreement ; it will form an integral part of the agreement. In case only an optional subjects work placement is concluded, the agreement will consist of an Optional Subject Work Placement Form and these General Terms and Conditions.

B. The Work Placement Form

- 2.6 The Work Placement Form contains provisions concerning the work placement that the student is going to do. The Work Placement Form is a permanent part of this agreement.
'Work placement' as is written in this agreement means the work placement for the vocational course stated on the Work Placement Form.

C. The Optional Subject Work Placement Form (if applicable)

- 2.7 As of 01 August 2016, the educational institution will provide optional subjects for all vocational courses starting at that time. The educational institution must ensure that all vocational courses comply with the laws and regulations.
- 2.8 The vocational course can allow the student to meet his optional subject requirement completely or partially by way of a separate work placement: this will be laid down on an Optional Subject Work Placement Form.

D. The General Terms and Conditions

- 2.9 The General Terms and Conditions of this Work placement agreement set out the rights and obligations of the student, the work placement company and the educational institution.
- 2.10 Changes and additions to these General Terms and Conditions will take effect after the Student Council has given its consent. Changes and additions are adopted by the Executive Board.
- 2.11 The General Terms and Conditions applicable at the time can always be found on the website of the educational institution.
- 2.12 The changes or additions will also apply to Work placement agreement s already concluded, unless this is not reasonable and fair.

3. The formation, cancellation, change and end of the Work placement agreement

A. Admission to the work placement

- 3.1 In case a 'certificate of conduct' (Verklaring Omtrent het Gedrag - VOG) or a 'statement of no objection' (Verklaring van Geen Bezwaar – VGB) is mandatory and the student can not provide the certificate or the statement, the work placement company can end the Work placement agreement immediately. The educational institution reserves the right to end the Education Agreement. The obligation of a VOG or VGB before starting the work placement is published on the website of the educational institution and / or in the Education and Examination Regulations (EER).
- 3.2 Work placement (practical training) forms part of each vocational course. A work placement within the meaning of S. 7.2.8 subsection 1 WEB is done at a work placement company recognised (accredited) by the Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB) based on a Work placement agreement. Agreements on the practical training are laid down in the Work placement agreement in order to enable the student to gain the knowledge and experience needed for the qualification / optional subject. The activities carried out by the student in the context of the Work placement agreement have a learning function.
- 3.3 De educational institution determines when a student may do the work placement and that to which they must comply. The work placement hours, education and vocational objectives applicable to the vocational course are included in the Education and Examination Regulations and / or Work Placement Manual of the vocational course.

B. Formation of the Work placement agreement - Registration - Statement of Consent

- 3.4 The Work placement agreement will enter into effect after the initial Work Placement Form or Optional Subject Work Placement Form has been signed by all parties (student, work placement company and educational institution).
- 3.5 The (Optional Subject) Work Placement Form is an integral part of the Work placement agreement and will apply for the duration of the work placement, as stated on the (Optional Subject) Work Placement Form.
- 3.6 The initial Work Placement Form is always signed by all parties.
- 3.7 Statement of Consent of parent / legal representative of minor student: in connection with the reduction of the administrative burden, the interest representatives¹ in vocational education have made the following agreement:
- A statement of consent from the parent / legal representative on the first Vocational Course Form of the Education Agreement will enable the minor student (from the age of 16) to sign his Work Placement Form and / or Vocational Orientation and any appendices ensuing therefrom independently.
 - If the parent / legal representative objects to such independent signing, he can fill in the (web) form '[Objection to the Statement of Consent](#)' and send it to the Student Affairs Office. In this case, a Work Placement Form and / or Vocational Orientation (and any additions) will be drawn up for the minor student, to be co-signed by the parent / legal representative.

¹ Ministry of Education, Culture and Science (Min. van OCW), Youth Organization for Vocational Education and Training (JOB), VET Council and the trade unions.

C. Interim changes to the Work placement agreement

3.8 The student can request a change to his Work placement agreement after consulting with the practical trainer of the work placement company and the school guidance counsellor of the vocational course. All parties must consent. The student must also meet the admission criteria for the new work placement to be done. The admission criteria are set out in the Education and Examination Regulations and / or Work Placement Manual of the vocational course. The vocational course and / or the work placement company decides whether the student meets them. It is important to the work placement company whether it may (recognition), can and wants to provide the work placement.

3.9 We distinguish the following changes to a Work placement agreement:

a. Addition

The student wants to do an Optional Subject work placement at the same work placement company. This is set out on an Optional Subject Work Placement Form with the Work placement agreement .

b. Extension

The Work placement agreement can be extended with the consent of all parties (student, work placement company and educational institution). This will be laid down on a new (Optional Subject) Work Placement Form.

c. Change to the Work Placement Form

This is the case if the student changes:

- vocational course (CREBO);
- learning track;
- level; within his vocational course (from domain to qualification file to qualification). A change to the Education Agreement must precede the above-mentioned changes.

d. Change to the Optional Subject Work Placement Form

This is the case if the student wants to take one or more different optional subjects.

D. Procedure for making changes to the Work Placement Form

If the parties (student, work placement company and educational institution) have not changed, the following procedure for making changes to the Work Placement Form can be used:

3.10 If the Work Placement Form or the Optional Subject Work Placement Form is changed, the educational institution will replace the form with a new form. The educational institution will send the changed form to the student's institution e-mail address and to the address or e-mail address of the work placement company.

3.11 If the student is a minor, the changed form will also be sent by post to his parents / legal representatives.

3.12 If the student (or legal representative) and / or the work placement company does / do not agree with the contents of the new Work Placement Form or the Optional Subject Work Placement Form, he / they must report this in writing to the school guidance counsellor of the educational institution within 10 school days.

3.13 If the student and / or work placement company lodges an objection to the change in accordance with the preceding articles, the old form will remain applicable. If no objection has been lodged within the period of 10 school days, the new form will replace the previous form and shall therefore become a permanent part of the Work placement agreement .

E. End of the Work placement agreement

3.14 The Work placement agreement will end by operation of law:

- a. at the end of the period agreed on the Work Placement Form or Optional Subject Work Placement Form;
- b. by successfully completing the agreed work placement;
- c. when the education agreement between the student and the educational institution ends;
- d. by dissolution of the work placement company or loss of its legal personality (legal form), or if the work placement company ceases to practise the profession or run the business referred to in the Work placement agreement, or
- e. if the recognition of the work placement company (as referred to in the Adult and Vocational Education Act (WEB), Section 7.2.9, 2nd subsection) has lapsed or been withdrawn.

The educational institution will confirm termination by operation of law in writing to the student and the work placement company.

F. Substitute work placement location

3.15 If the Work placement agreement is terminated because the work placement company does not comply with its obligations under Section 7.2.10 of the WEB, then the educational institution, after consulting with SBB, will facilitate that an adequate substitute provision is made available to the student as soon as possible.

G. New Work placement agreement

3.16 A new Work placement agreement must be concluded in the following situations:

- a. the student does a work placement at several work placement companies, simultaneously or not: a Work placement agreement must be concluded with each work placement company;
- b. if a follow-up work placement is not immediately concluded at the same work placement company: a new Work placement agreement must be concluded and signed for a new work placement;
- c. the student is going to do a work placement at one work placement company for two vocational courses (CREBOs);
- d. the student has passed a vocational course with a diploma and is going to take a new vocational course afterwards. The student has to conclude a new education agreement and a new Work placement agreement .

4. Obligations of the parties

By signing this Work placement agreement the student, the work placement company and the educational institution assume obligations. These rights and obligations are set out partly in this document and partly in the other documents to which reference is made.

A. Obligation of the work placement company to use best endeavours

- 4.1 The work placement company must enable the student to attain the agreed learning objectives and to pass his work placement by doing so. The work placement company must provide for sufficient daily supervision and training of the student in the workplace.
- 4.2 The work placement company must appoint a practical trainer who is charged with supervising the student during the work placement. The student must know who the practical trainer is at the start of the work placement. The details of the practical trainer will be included in the Work Placement Manual.
- 4.3 The work placement company declares that it is willing to enable an assessment of the work placement in the work placement company by an official of the educational institution.
- 4.4 During the work placement period, the work placement company must enable the student to participate in the education provided by the institution according to the applicable schedule, as well as to participate in tests or examinations.
- 4.5 The work placement company must inform the student of the working hours and location in good time, well before the start of the work placement period. The work placement company may change the working hours and location(s) for organisational and / or substantive reasons. The work placement company must inform the student of the changes in ample time before the commencement date of the changes.
- 4.6 The work placement company must sign the student's hourly time sheet of the work placement for approval once a week at most.
- 4.7 If the student is a member of the (central) student council, the work placement company will grant the student an exemption from work placement hours for student council activities, including meetings, study days, conferences, official inauguration and visits to national and international partners.
- 4.8 On the date on which the Work placement agreement is signed, the work placement company must possess a favourable assessment by SBB for the qualification for which the student is registered as referred to in Section 7.2.10 of the WEB.
- 4.9 The work placement company must take measures in accordance with the Working Conditions Act (Arbowet), aimed at protection of the physical and mental safety of the student.

B. Obligation of the institution to use best endeavours

- 4.10 The educational institution must provide for sufficient counselling by the school guidance counsellor. The educational institution must inform the student of who his school guidance counsellor is at the start of the work placement. The details of the school guidance counsellor will be included in the Work Placement Manual.
- 4.11 The school guidance counsellor will follow the course of the work placement by maintaining regular contact with the student and the practical trainer of the work placement company and monitor the progress and alignment of the student's learning objectives with the learning possibilities at the work placement company.

- 4.12 The educational institution has final responsibility in assessing whether the student has passed those components of the qualification that have been taken during the work placement. The assessment procedure and the manner of assessing the work placement are set out in the Examination Regulations, Work Placement Manual and Study Guide of the vocational course.
- 4.13 The educational institution will include the opinion of the work placement company on the student as part of the assessment of the student.
- 4.14 The educational institution must make the schedule known in good time so that the student and the work placement company can take it into account.
- 4.15 The educational institution will assist compulsory students without a VOG or VGB to another course. See the Students' Charter.
- 4.16 The educational institution warrants that the course curriculum of the work-based learning track (BOL) meets the requirements of the Student Finance Act 2000 (WSF 2000) or the Fees and Educational Expenses (Allowances) Act (WTOS).
- 4.17 The educational institution warrants that the course curriculum of the work-based learning track (BBL) meets the requirements of the Practice-based Learning Subsidy Scheme (Subsidieregeling Praktijkleren).

C. Obligation of the student to use his best endeavours

- 4.18 Students must have a VOG or VGB before starting their work placement if such a document is mandatory for the specific course and / or work placement company.
- 4.19 The student must make every effort to achieve his learning objectives successfully within the agreed period as stated on the (Optional Subject) Work Placement Form. The student must carry out his work placement at the work placement company on work placement days, and be present at the times agreed with the work placement company.
- 4.20 The student must observe the rules, regulations and instructions applicable at the work placement company in the interests of order, safety and health. The work placement company must inform the student of these rules before the start of the work placement. The student must in all reasonableness follow specific instructions of the work placement company for the work placement.
- 4.21 The rules on absence during the work placement as applied by the work placement company will apply to the student, as well as the rules as agreed in the education agreement between the student and the educational institution.
- 4.22 Misbehaviour of the student can result in cancellation of the work placement. The parties understand misbehaviour to include the following, amongst other things:
 - a. being under the influence of alcohol or drugs, or otherwise being unable to perform his task properly during the work placement;
 - b. being in possession / under the influence of (prohibited) substances and weapons;
 - c. repeatedly arriving late or not being present at the work placement without a valid reason;
 - d. committing a criminal offence during the work placement, or the existence of a reasonable suspicion of being guilty of such an offence;
 - e. sexual harassment or failure to observe generally accepted customary forms of behaviour and standards.

D. Problems / conflicts in the event of sexual harassment, discrimination, aggression or violence

4.23 The work placement company must take measures aimed at preventing forms of sexual harassment, discrimination, aggression or violence.

If the student is experiencing sexual harassment, discrimination, aggression and / or violence, the student will be entitled to stop the work immediately without this being a reason for a negative assessment.

The student must report the interruption of work immediately to the practical trainer and the school guidance counsellor. If this is not possible, the student must then report the interruption of work to the confidential counsellor of the work placement company or of the educational institution.

E. Confidentiality

4.24 The student must keep confidential everything that has been entrusted to him subject to confidentiality or what he has come to know as confidential or of which he should reasonably understand the confidential nature.

F. Privacy

4.25 The student has digital access to his registration details in the student administration.

4.26 In exchanging data about the student, the educational institution and the work placement company must observe the General Data Protection Regulation (GDPR) and the related regulations. This means, for example, that they must deal carefully with the student's personal data and that they must be transparent about this towards the student.

4.27 By signing this agreement, the student consents to provision of information by the educational institution to the work placement company that is necessary for the proper performance of the Work placement agreement .

4.28 By signing this agreement, the work placement company declares that it consents to the provision of information about the student to the educational institution that is necessary for the proper performance of the Work placement agreement .

4.29 The Privacy Regulations can be found on the website of the educational institution under: /info for students. Students can find more information here about how the educational institution deals with students' personal data.

G. Financial obligations

4.30 In certain cases, the student taking a course on the work-based learning track (BBL) authorises the work placement company to pay the legally due course fee, as well as other school expenses, on his behalf. This will be set out in writing in a Third-party Authorisation. Further information can be found on the website of the educational institution under: /info for students.

4.31 By signing the Third-party Authorisation, the work placement company states that it will pay the legally due course fee and / or other school expenses for the student. The Third-party Authorisation will remain in force during the work placement unless it is withdrawn in writing by the work placement company.

4.32 The student himself will remain responsible at all times for timely payment of the course fee.

4.33 The student must pay the invoices from the educational institution within 4 weeks. If the invoice is not paid in time, the additional costs arising from this will be payable by the student.

5. Non-compliance with obligations

- 5.1 If one of the parties does not or does not sufficiently comply with the obligations under this Work placement agreement , this can have the legal consequences referred to in this article.
- 5.2 A party can terminate the Work placement agreement :
- a. if the student behaves in such a way that the work placement company or the educational institution cannot reasonably be required to maintain the agreement;
 - b. if one of the parties considers it necessary to terminate this agreement on the basis of compelling circumstances and it cannot reasonably be required to allow the agreement to continue;
 - c. in the event of a serious breach in the performance of obligations under the law or the Work placement agreement ;
 - d. if the student proves unable to carry out the work placement assignments satisfactorily despite discussions about this and additional counselling;
 - e. by mutual consent of the educational institution, the work placement company and the student.
- 5.3 The parties will first discuss an intention to terminate the agreement in order to assess whether the termination can be avoided. If the intention to terminate the agreement remains, the educational institution will confirm the termination of the agreement in writing to the student and the work placement company.

6. Liability

- 6.1 During the performance of the Work placement agreement , the work placement company will be the de facto supervisor of the student. The work placement company will be liable for injury / loss the student might sustain during or in connection with the work placement, unless the work placement company demonstrates that it has complied with the obligations referred to in Book 7 Article 658 subsection 1 of the Dutch Civil Code (BW), or that the injury is largely the result of a wilful act or deliberate recklessness of the student.
- 6.2 The work placement company will be liable for the damage the student causes in performing his work or in connection with the work placement to the work placement company or its property or to third parties or the property of third parties under the management of the work placement company, unless there has been a wilful act or deliberate recklessness on the part of the student.
- 6.3 The work placement company declares that it is insured against the financial risk of (business) liability as referred to in paragraphs 6.1 and 6.2, also with respect to students.
- 6.4 The work placement company indemnifies the educational institution for damage and / or loss sustained by it or third parties as a result of the student carrying out the Work placement agreement , except insofar as the damage and / or loss is the result of a wilful act or gross negligence of the educational institution.

7. Disputes and complaints

- 7.1 In case of problems or conflicts during the work placement, the student and the practical trainer of the work placement company, with or without the school guidance counsellor, will attempt to reach a solution.
- 7.2 Should this discussion not lead to the desired result for the student, he can then submit a complaint to the educational institution. The procedure for submitting a complaint is in the complaints regulation for senior secondary vocational education students that can be found on the website of the educational institution under: /info for students.
- 7.3 Should this discussion not lead to the desired result for the work placement company, it can submit a complaint to the executive board of the educational institution.
- 7.4 Each of the parties can bring a dispute under this agreement before the competent court of Amsterdam.

8. Final provisions

- 8.1 In the cases not provided for in this agreement, the educational institution and the work placement company will decide after consulting the student.
- 8.2 The student and the work placement company declare that they have received and / or taken note of the documents referred to in this Work placement agreement .
- 8.3 The Work placement agreement, these general terms and conditions, and the documents referred to are governed exclusively by Dutch law.