



# **Vocational Education Practical Training Contract**

Effective as of study year 2018/2019

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## 1. Practical Training Contract Institution's Page (Version 1)

This institution's page is used for the first enrolment of the participant)

**The Undersigned:**

**The educational institution.**

**Stichting ROC West-Brabant, legally represented in this matter by the institution's Director:**

- Name of institution :
- Director :

**And the participant:**

- Name :
- Street + number :
- Postal code + residence :
- Date of birth : :
- Student number :

**And the organization that provides work experience: ( Work Placement Company)**

- Name :
- Work placement company ID :
- Address :
- Postal code + town :

**Agree as follows:**

### **Article 1 Institution's page and General Terms and Conditions**

- 1.1 This institution's page and the General Terms and Conditions will comprise the Practical Training Contract as agreed between the Parties. The General Terms and Conditions apply in so far as this institution's page does not derogate from these. The General Terms and Conditions have been published under the name of Practical Training Contract (in Dutch: Praktijkovereenkomst) and are available on [www.rocwb.nl](http://www.rocwb.nl). If the institution issues the institution's page a second or consecutive time, it need not be signed once more by the Parties, provided the procedure as referred to in Article 8 of the General Terms and Conditions is followed. The new institution's page is deemed to replace the former institution's page as of that time.
- 1.2 The institution enrolls the participant in a Practical Occupational Training Programme (in Dutch: beroepspraktijkvorming, BPV) provided by a work experience organization.

## Article 2 The BPV data

- The BPV starts on .....-.....-.....
- The BPV ends on .....-.....-.....  
(subject to the provisions of Article 13 of the Practical Training Contract).
- Total number of BPV hours to attend:
- If applicable:  
Allocation of BPV hours across study years: see Education and Examination Regulations
- Work site :  
Address :  
Postal code + town :

## Article 3 Substance of the BPV

	Crebo code (Cebro: Central Register of Vocational Courses)	BOL/BBL (BOL:pre-vocational learning pathway; BBL: basic vocational learning pathway)	Intended level
Domain or:	.....	.....	.....
Qualification file or:	.....	.....	.....
Qualification	.....	.....	.....
Cohort	.....		

BPV in the context of an optional component:

Name of optional component 1:

Identification code of optional component 1: Start date of BPV optional component 1:

Planned end date of BPV optional component 1:

Total number of BPV hours to attend of optional component 1:

Name of optional component 2:

Identification code of optional component 2: Start date of BPV optional component 2:

Planned end date of BPV optional component 2:

Total number of BPV hours to attend of optional component 2:

## Article 4 Supervision

- 4.1 Name of Workplace Trainer (internship):.....  
The Workplace Trainer, as appointed by the organization that provides work experience, is charged with supervision of the participant on the site where the Practical Occupational Training is performed.
- 4.2 Name of Trainee Counsellor ( education):

.....  
The Trainee Counsellor, as appointed by the educational institution, monitors that counselling and development of the participant in the Practical Occupational Training Programme does proceed in accordance with the agreed mode of operation in the regulation with regard to education and examination.

## **Article 5 Signatures**

- 5.1 By signing this document, the participant and the organization that provides work experience state that they have been informed of and that they agree to the General Terms and Conditions that are part of this Practical Training Contract. By signing this agreement, the institution states that it will comply with the obligations listed in the General Terms and Conditions that pertain to this agreement.
- 5.2 By signing this agreement, the participant states that it has taken note of the documents to which this agreement refers, or, as the case may be, the documents that form part of this agreement or have been annexed to it, to have received this, or, alternatively, to have examined these.
- 5.3 When the participant is a minor, his/her parent(s)/legal representative(s) will co-sign this agreement.

### **Agreed on and drawn up in triplicate:**

Place .....  
Date .....

The educational institution, legally represented in this matter by the institution's Director:

Name and initials .....  
Director of: .....  
Signature: .....  
Date .....

The organization that provides work experience, legally represented in this matter by:

Name and initials .....  
Position .....  
Signature: .....  
Date .....

(in case the employer is a different entity than the organization that provides work experience)

The employer, legally represented in this matter by:

Name and initials .....  
Position .....  
Signature: .....  
Date .....

The participant .....  
Name and initials .....  
Signature .....  
Date .....

In case of minor participants his/her legal representative:

Name and initials .....  
Signature .....  
Date .....



Please contact the participant's administration within 10 days of receipt of the BPV contract if the above details are incorrect (this applies to the participant and the organization that provides work experience).

## 2. Practical Training Contract General Terms and Conditions

### Article 6 Preconditions

- 6.1 The student council of ROC West-Brabant has consented to the Practical Training Contract model of Stichting ROC West-Brabant and the corresponding General Terms and Conditions.
- 6.2 This Agreement is concluded between the participant, the institution, and the organization that provides work experience, also described in this Agreement as “Parties” and is managed by the institution.
- 6.3 The participant is enrolled at the institution based on an education agreement.
- 6.4 Dutch law applies exclusively to the Practical Training Contract.
- 6.5 The organization that provides work experience received a favourable assessment from SBB (Cooperation Organization for Vocational Education, Training and the Labour Market) as referred to in Article 7.2.10. of the Adult and Vocational Education Act (in Dutch: Wet educatie en beroepsonderwijs, WEB) on the date of signing the Practical Training Contract. When the student only attends an optional component of the BPV it is important that the organization that provides work experience has been approved by SBB.
- 6.6 If the participant and the organization that provides work experience have also concluded an internship agreement besides this Practical Training Contract, the stipulations of the Practical Training Contract will prevail in the event of contrariety between the stipulations of the Practical Training Contract and the internship agreement.

### Article 7 Nature of the Agreement

- 7.1 The General Terms and Conditions constitute the Practical Training Contract together with the institution’s page as referred to in Article 7.2.8. of the WEB
- 7.2 This Agreement lists the general rights and obligations of the Parties. Agreements with regard to the specific BPV of the participant are listed on the institution’s page. The institution’s page forms an inextricable part of this Agreement. Wherever this Agreement states ‘BPV’, it refers to the BPV as specified on the institution’s page.

### Article 8 Intermediate Alterations

- 8.1 The Practical Training Contract, and, more in particular, the BPV details as these are listed on the institution’s page may be altered or added to during the BPV period subject to written or oral consent of the Parties.
- 8.2 If the alteration of BPV details arises from an alteration of the participant’s educational programme, it must be preceded by a request from the participant for alteration of the educational programme and adjustment of the education agreement.
- 8.3 BPV details with regard to the programme in the context of which the BPV is attended, can only be altered upon the participant’s request. This request may be preceded by a consultation, or, as the case may be, an advice by the institution or the organization that provides work experience.
- 8.4 BPV details with regard to start date and planned end date, duration and scope of the BPV may also be altered upon request of the organization that provides work experience. Such request shall only be honoured by the institution after consultation with and consent by the participant and provided it is in accordance with the education programme offered by the institution to the participant and provided the

student will be able to complete the minimum number of BPV hours.

- 8.5 In case of intermediate alteration of the BPV details, the institution's page will be replaced by a new institution's page in the course of the BPV.
- 8.6 The institution will send the new institution's page as soon as possible in writing (either hard copy or digitally) to the participant (and in case of a minor participant also to his/her parent(s) or legal representative(s)) and to the organization that provides work experience. If it was agreed in the education agreement that the parents consent to the fact that they will not co-sign the Practical Training Contract, the school does not have to engage the parents in the procedure for alteration by means of the institution's page. The articles of the Practical Training Contract in this respect may be adjusted accordingly.
- 8.7 The participant and in case of a minor participant also to his/her parent(s) or legal representative(s)) and the organization that provides work experience will be allowed to inform the participant's administration within 10 working days after receipt of the new institution's page either in writing or orally that the contents of the new institution's page are incorrect.
- 8.8 If the participant or the organization that provides work experience indicate that the altered BPV details are represented incorrectly (not in accordance with the request or the consent of the non-requesting Party), the institution will proceed to correct the relevant BPV details.
- 8.9 If the student or the organization that provides work experience files an objection in respect of BPV details that have been adjusted without being based on a prior request or consent, the institution will proceed to delete the new BPV page. In that case, the student will continue to attend the BPV at the organization that provides work experience as stated on the original institution's page, until consent has been obtained from both Parties as yet.
- 8.10 When the participant and/or the organization that provides work experience does not respond within the term of Article 3.7, the new institution's page will supersede the former institution's page and will become part of the Practical Training Contract as such.

## **Article 9 Substance and Layout**

- 9.1 Practical Occupational Training is part of each vocational training programme as referred to in the Adult and Vocational Education Act. Practical Occupational Training takes place at a work placement company that has been approved by the Cooperation Organization for Vocational Education, Training and the Labour Market (hereinafter: SBB) based on a Practical Training Contract. The Practical Training Contract lays down agreements about the Practical Occupational Training Programme which will allow the student to acquire the knowledge and experience required for the qualification/optional component. The activities performed by the student in the context of the Practical Training Contract are intended for a learning function.
- 9.2 Point of the departure of the Practical Occupational Training Programme are the educational and vocational objectives of the institution as described in the Education and Examination Regulations (OER) of the institution. The Practical Occupational Training Programme is based on a substantive plan for practical occupational training that is included in the OER or to which the OER refers. It must be clear to the



organization that provides work experience what part of the qualification must be achieved by the student during its BPV. The OER is published on the website of the relevant college that provides the programme. Optional components form an inextricable part of the programme based on the reviewed qualification files. Attending optional components and concluding these by an examination are mandatory parts of the programme. The participant chooses the optional components at the start of or during the programme. This is recorded in the education agreement. The participant may choose an optional component that is detailed in the Practical Occupational Training. In that case it will be recorded on the institution's page that forms an inextricable part of this Practical Training Contract. Various optional components may be attended in one work placement company which may or may not complement the current Practical Training Contract.

#### **Article 10 Best-Efforts Obligation of the Work Placement Company**

- 10.1 The organization that provides work experience allows the student to meet the agreed learning objectives and, as such, to complete its BPV. The organization that provides work experience ensures sufficient daily counselling and training of the student on the shop floor.
- 10.2 The organization that provides work experience appoints a Workplace Trainer who is charged with student counselling during the Practical Occupational Training Programme. At the start of BPV, the student knows who the Workplace Trainer is. Details of the Workplace Trainer are available in the BPV folder.
- 10.3 The organization that provides work experience declares itself prepared to allow for assessment of the BPV by an officer of the institution in the organization that provides work experience.
- 10.4 During the BPV period, the organization that provides work experience will allow the student to participate in the educational programme that is offered by the institution in accordance with the applicable schedule and to participate in tests and examinations.

#### **Article 11 Best-Efforts Obligation of the Institution**

- 11.1 The institution ensures sufficient counselling by the BPV Counsellor. At the start of BPV, the student knows who the Counsellor is. Details of the Trainee Counsellor are available in the information that has been provided either in hard copy or digitally with regard to the BPV.
- 11.2 The institution's BPV Counsellor monitors the course of the Practical Occupational Training Programme by maintaining regular contacts with the student and the Workplace Trainer of the organization that provides work experience and monitors progress and alignment of the student's learning objectives to the learning opportunities of the organization that provides work experience.
- 11.3 The institution shall publish the schedule well in time so that the student and the organization that provides work experience may take this into account.
- 11.4 The institution has ultimate responsibility to assess whether students have achieved the components of the qualification that were attended in the Practical Occupational Training Programme. The manner of and procedure of the assessment of the Practical Occupational Training Programme are described in the institution's Education and Examination Regulations (OER).

- 11.5 The institution will incorporate the opinion of the organization that provides work experience on the student as a component of the student's assessment.

#### **Article 12 Best-Efforts Obligation of the Participant**

- 12.1 The student makes every effort to achieve its learning objectives successfully within the agreed term. That is before or ultimately on the planned end date that is stated on the BPV page. The student is, in particular, obliged to actually attend the BPV and to be present at the organization that provides work experience at the agreed days and times, unless it cannot be expected to do so for compelling reasons.
- 12.2 With regard to absence at the BPV, the rules as used by the organization that provides work experience apply as well as the rules which have been agreed by the student and the institution in the education agreement.

#### **Article 13 Further Agreements with the Participant**

- 13.1 If so required, the institution, the student, and the organization that provides work experience may conclude further, individual agreements. This may refer to learning objectives, counselling or student assessment, or to leave of the participant in derogation of the below Article on practical hours and leave, or to compensation.
- 13.2 These agreements will be laid down in writing in an Addendum and will constitute part of the Practical Training Contract.

#### **Article 14 Practical Hours and Leave**

- 14.1 The daily BPV hours of the participant are in accordance with the working hours that apply to the site where it is placed, unless agreed otherwise and provided these are not contrary to the Working Hours Act (In Dutch: Arbeidstijdenwet).
- 14.2 In case of a participant with an employee status, the stipulations with regard to time off and leave apply as these are listed in the labour terms and conditions of the organization that provides work experience. In case of a participant with an intern status, the stipulations with regard to time off and leave apply as these are listed in the holiday scheme of participants of the institution, unless otherwise agreed based on the previous Article.
- 14.3 The organization that provides work experience allows the participant to participate in tests or examinations of the institutions that are scheduled during the Practical Occupational Training Programme.

#### **Article 15 Code of Conduct, Safety and Liability**

- 15.1 The participant is obliged to observe the rules, regulations, and instructions that apply in the organization that provides work experience in the interest of order, safety, and health. The organization that provides work experience shall inform the student about these rules prior to the start of the BPV.
- 15.2 The participant is obliged to maintain secrecy with regard to everything that is confided in him subject to confidentiality or with regard to what he learned of as a secret, or of which he should have understood the confidential nature.
- 15.3 The organization that provides work experience will take measures in accordance with the Working Conditions Act (in Dutch: Arbeidsomstandighedenwet) aimed at the protection of the participant's physical and mental safety.

- 15.4 The organization that provides work experience is liable for damage that the student may suffer during or in relation to the BPV, unless the organization that provides work experience demonstrates that it has complied with the obligations as referred to in Article 7:658 of paragraph 1 of the Civil Code (in Dutch: Burgerlijk Wetboek), or that the damage was caused to a great extent by intent or deliberate recklessness of the participant.
- 15.5 The organization that provides work experience is liable for damage that the student may cause during the performance of its work or in relation to the BPV to the work placement company, its properties, or to third parties, or their properties, unless damage was caused by intent or deliberate recklessness of the participant.
- 15.6 The institution is indemnified against damage that was caused to the participant, the organization that provides work experience, or third parties during performance of the BPV.
- 15.7 The institution's liability shall be limited in all cases to the terms and conditions of and the relevant coverage of the insurance policy concluded by the institution. This means that such liability is limited to the sum to be paid out by the institution's insurance company.
- 15.8 The organization that provides work experience is insured against the financial risk of statutory corporate liability, also in respect of the participant. Furthermore, the institution will take out an insurance policy for the benefit of the participant that provides secondary cover against the risks of statutory liability. This is without prejudice to the primary liability of the organization that provides work experience.
- 15.9 The institution is not liable for theft, embezzlement, loss and/or damage of properties or possessions of the participant at the site where the Practical Occupational Training Programme is performed, or for damage suffered by the participant in case of suspension and/or removal as referred to in the relevant articles of the education agreement.

#### **Article 16 Problems and Conflicts during the Practical Occupational Training Programme**

- 16.1 In case of problems or conflicts during the BPV, the student will first of all contact the Workplace Trainer of the organization that provides work experience and/or the BPV Counsellor of the institution. They will try to find a solution together with the student.
- 16.2 When the student believes that the problem or conflict has not been solved satisfactorily and the cause of the problem is that the organization that provides work experience does either not comply with the arrangements of this Agreement or not comply sufficiently, the student may discuss the options in consultation with the BPV Counsellor of the institution.
- 16.3 When the Parties cannot reach agreement in mutual consultation, the student may file a complaint by means of the institution's complaints procedure. The procedure for filing complaints is described in the education agreement that the student has concluded with the educational institution.
- 16.4 The organization that provides work experience will take measures that are aimed at preventing or combatting types of sexual intimidation, discrimination, aggression or violence. In case of sexual intimidation, discrimination, aggression, and/or violence, the student is entitled to discontinue work immediately and this work interruption

will not constitute a reason for a negative assessment. The student must report this work interruption directly to the Workplace Trainer and the BPV Counsellor. If such is impossible, the student will report the work interruption to the Confidential Counsellor of the organization that provides work experience.

#### **Article 17 Data Sharing and Privacy**

- 17.1 When sharing data about the student, the institution and the organization that provides work experience will observe the General Data Protection Regulation (in Dutch: Algemene Verordening Gegevensbescherming) and other regulations with regard to privacy. This includes that they will carefully handle the student's personal data and that they will be transparent about such use towards the participant. The institution's privacy regulations state that the participant's data may be provided to the organization that provides work experience based on a statutory obligation, or, as the case may be, following consent by the participant.

#### **Article 18 Duration and Termination of the Agreement**

- 18.1 The Agreement will be effective after both parties have signed the first BPV page and will, in principle, be concluded for the duration of the BPV period as stated on the BPV page.
- 18.2 The Practical Training Contract ends by operation of law:
- a. When the student has completed the BPV with a positive assessment, or in case of an optional component, when the student has completed the BPV.
  - b. By lapse of the planned end date as stated on the BPV page.
  - c. By termination of the education agreement between the student and the institution.
  - d. By dissolution or by loss of corporate status of the organization that provides work experience, or when the organization that provides work experience ceases to practise the profession in said business as stated in the Practical Training Contract.
  - e. In case the approval of the organization that provides work experience as referred to in Article 7.2.10 of the WEB has lapsed or been withdrawn.

Termination by operation of law will be confirmed in writing to the participant and the organization that provides work experience by the institution.

- 18.3 The Practical Training Contract may be terminated in mutual consultation between the institution, the participant and organization that provides work experience.
- 18.4 The Practical Training Contract may be terminated, or terminated extrajudicially:
- a. By the organization that provides work experience when the student does not comply with the Code of Conduct as stated in Articles 15.1 and 15.2 of the General Terms and Conditions in spite of explicit - and repeated - warning.
  - b. By one of the Parties, if this Party cannot be demanded to continue the Practical Training Contract within reason due to compelling reasons.
  - c. By one of the Parties if the institution, the student or the organization that provides work experience does not comply with the statutory obligations or the obligations imposed by the Practical Training Contract.
  - d. By the student or the organization that provides work experience, when the employment contract (if any) between the student and the organization that

provides work experience is terminated.

- 18.5 Termination by one of the parties based on the previous paragraph will take place by notification in writing to the other Parties stating the reason for termination.
- 18.6 Prior to termination based on the previous paragraph under c, the Party that does not comply with its obligations must be allowed by the other Parties to comply with its obligations as yet within a term of two weeks. Written notice of default is not required if compliance is permanently impossible or when the Party has already notified that it can no longer meet its obligations and it would be superfluous to set a deadline.

#### **Article 19 Alternative Practical Training Position**

- 19.1 If the Practical Training Contract is terminated because the organization that provides work experience cannot meet its obligations (the practical training position is not available or not fully available, counselling fails seriously or is lacking, the organization that provides work experience no longer has a favourable assessment as referred to in Article 7.2.10 of the WEB, or other circumstances exist that entail that the BPV can no longer be performed properly), the institution will enhance, after consultation with SBB, that an adequate alternative position will be made available to the student as soon as possible.

#### **Article 20 Final Stipulation**

- 20.1 In case of problems or conflicts during the BPV, the student will first of all contact the Workplace Trainer. If no solution is found for the participant, the matter will be presented to the Trainee Counsellor. If said persons cannot reach a solution in joint consultation, the matter will be presented to the Boards of the organization that provides work experience and the educational institution.
- 20.2 In cases not provided for by this Practical Training Contract, the Boards of the organization that provides work experience and the educational institution will decide after consultation with the participant. If applicable, the SBB will be engaged.
- 20.3 Any disputes that may ensue from this Agreement will be submitted to the competent District Court in Breda.
- 20.4 If a translation of this Agreement has been issued, the Dutch version will prevail in case of disputes on the interpretation of the Agreement.
- 20.5 When this concerns matters that are relevant to the responsibilities of SBB, SBB will be engaged in such consultations.

## Addendum:

### Alteration of the Institution's Page of the Practical Training Contract for Vocational Education (version 2)

(This institution's page is used for alterations during the first enrolment of the participant)

This institution's page belongs to the Practical Training Contract and amends Article 2 and/or 3 of the first and signed institution's page. This new institution's page is deemed to replace the former institution's page (version 1).

#### On request of the participant

Name .....  
 Street + number .....  
 Postal code + residence .....  
 Date of birth .....  
 Student number .....  
 Work placement company .....  
 ID .....

#### The enrolment will be altered as specified below:

The participant will be enrolled as follows in the Practical Occupational Training Programme (BPV):

The BPV ends on .....-.....-.....

(subject to the provisions of Article 8 of the Practical Training Contract).

Total number of BPV hours to attend .....

If applicable:

Allocation of BPV hours across study years: see Education and Examination Regulations

	Crebo code	BOL/BBL	Intended level
Domain	.....	.....	.....
or:			
Qualification file	.....	.....	.....
or:			
Qualification	.....	.....	.....

Cohort .....

BPV in the context of an optional component.

Name of optional component 1:

Identification code of optional component 1: Start date of BPV optional component 1:

Planned end date of BPV optional component 1:

Total number of BPV hours to attend of optional component 1:

Name of optional component 2:

Identification code of optional component 2: Start date of BPV optional component 2:

Planned end date of BPV optional component 2:

Total number of BPV hours to attend of optional component 2:

**PLEASE NOTE:**

- (1) Please contact the participant's administration within 10 days working days if the above programme details are incorrect (this applies to the participant and the organization that provides work experience)!
- (2) Alterations of the Practical Occupational Training Programme as stated on this institution's page may have consequences for the entitlement to student finance. Please check [www.duo.nl](http://www.duo.nl) for more information. Alterations may also have an impact on the entitlement that the organization that provides work experience may have on funds of the practice-based learning grant scheme. More information is available on [www.rvo.nl](http://www.rvo.nl).