

## **General Terms and Conditions Work Placement Agreement**

### **1. Conditions**

- 1.1. The Student Council of the Woodworking, Furniture and Interior Design Vocational College have agreed with the model Work Placement Agreement of the Woodworking, Furniture and Interior Design Vocational College and the associated General Terms and Conditions.
- 1.2. This Agreement is between the student, the institution and the work placement provider, also referred to in this Agreement as the "Parties" and is managed by the institution.
- 1.3. The student is enrolled at the institution based on the Education Agreement (OOK).
- 1.4. In the Work Placement Agreement, Dutch law applies.
- 1.5. The company or organisation that provides the work placement, the work placement provider, enacted on the date of signing the Work Place Agreement a favourable assessment of the Cooperation Organisation Vocational Education, Training and the Labour Market (hereinafter: SBB) for the qualification for which the student is enrolled under Article 7.2.10 of the Education and Vocational Training Act (hereinafter: WEB).

### **2. Nature of the Agreement**

- 2.1. The General Terms and Conditions, together with the Work Placement Sheet, form the Work Placement Agreement as intended in Article 7.2.8. of the WEB.
- 2.2. This agreement shows the general rights and obligations of the Parties. Arrangements that are specific to the work placement that the student will undertake can be found in the Work Placement Sheet. The Work Placement Sheet is an inextricable part of this Agreement. Wherever 'Work Placement' is mentioned in this Agreement, work placement is as it is referred to on the Work Placement Sheet.

### **3. Interim changes**

- 3.1. The Work Placement Agreement and, in particular, the work placement details as contained in the Work Placement Sheet, may be amended or supplemented during the work placement period with written or verbal consent of the Parties.
- 3.2. In case of alteration of the work placement details because of changes in the training program of the student, a request by the student for a change to the training program and an adjustment to the Education Agreement is needed first.
- 3.3. The work placement details regarding how the work placement is carried out, can only be changed at the request of the student. This request may be preceded by a consultation with, or advice from, the institution or the work placement provider.
- 3.4. The work placement details regarding the start and end dates, duration and scope of the work placement, can also be changed at the request of the work placement provider. Such a request is granted by the institution only after consultation with the student and the consent of the student.
- 3.5. In the event of an interim amendment to the work placement details, the Work Placement Sheet is replaced during the work placement with a new Work Placement Sheet.
- 3.6. The institution sends the new Work Placement Sheet as soon as possible (paper or digital) to the student (and in the case of a minor also to his/her parent(s) or legal representative(s)<sup>1</sup>) and the work placement provider.
- 3.7. The student (and in the case of a minor his/her parent(s) or legal representative(s)) and the work placement provider must advise the institution, in writing or verbally, within 10 working days after the new Work Placement Sheet has been sent, if the content of the new Work Placement Sheet is incorrect.
- 3.8. If the student or the work placement provider indicates that the adjusted work placement details are not correctly shown (in accordance with the request or consent of the non-requesting party), then the institution will proceed to rectify the work placement details concerned.
- 3.9. If the student or the work placement provider make an objection that the work placement details have been adjusted without underlying request or consent, then the institution shall proceed to cancel the new Work Placement Sheet. In such an instance, the student remains in the work placement as it is outlined in the original Work Placement Sheet, until the consent of both Parties is obtained.

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<sup>1</sup> As arranged in the Education Agreement, parents have consented that that they do not have to co-sign the Work Placement Agreement, thus the institution also does not have to involve the parents in the procedure for change through the Work Placement Sheet.

- 3.10. If the student and/or the work placement provider does not respond within the period noted in Article 3.7, then the new Work Placement Sheet replaces the previous Work Placement Sheet and thus becomes a part of the Work Placement Agreement.

#### **4. Content and structure**

- 4.1. Work-based learning is part of any vocational training as intended in the WEB. The work-based learning takes place through the SBB; a recognised organisation providing the work placement based on a Work Place Agreement. In the Work Placement Agreement arrangements about the work-based learning are defined so that the student gains the necessary knowledge and experience for the qualification/elective. The activities carried out by the student as part of the Work Placement Agreement have a learning function.
- 4.2. The basic principle of the work-based learning is the applicable education and training goals as described in the Education and Examination Regulations (hereinafter: OER) of the course. For the work-based learning there is a substantial work-based learning plan based on what is included in the OER or where it is referenced in the OER. It should be clear for the work placement provider which part of the qualification the student must achieve during the work placement. The OER is available to be viewed in the study centre of the HMC or can be downloaded via the institution's intranet.
- 4.3. Based on the reviewed qualifications dossiers, electives comprise an inextricable part of the course. Doing electives and concluding them with an examination is a compulsory part of the course. The student chooses at the beginning of, or during, the course. This is recorded in the Education Agreement. The student can choose an elective to be completed during the work-based learning. In this case, it is registered on the Work Placement Sheet which constitutes an inextricable part of this Work Placement Agreement. A number of electives can be followed at one work placement provider whether or not additional to the current Work Placement Agreement.

#### **5. (Best endeavours-) obligations work placement provider**

- 5.1. The work placement provider enables the student to achieve the agreed learning goals and, therefore, to complete the work placement. The work placement provider ensures adequate daily supervision and training of the student in the workplace.
- 5.2. The work placement provider assigns a work placement trainer whose role it is to supervise the student during the work-based learning. The student knows from the start of the work placement who the work placement trainer is. The details of the work placement trainer can be found in the student registration system.
- 5.3. The work placement provider agrees to allow an assessment by an official of the institution of the work placement at the workplace of the work placement provider.
- 5.4. During the work placement period, the student is permitted by the work placement provider to participate in education that is offered through the institution according to the applicable schedule as well as undertaking tests or exams.

#### **6. (Best endeavours-) obligations institution**

- 6.1. The institution shall ensure adequate supervision by the work placement supervisor. The student knows at the start of the work placement who his/her supervisor is. The details of the work placement supervisor can be found in the student registration system.
- 6.2. The work placement supervisor from the institution follows the course of the work-based learning by maintaining regular contact with the student and the work placement trainer at the workplace of the work placement provider and monitors progress and connects the learning goals of the student to the learning opportunities at the work placement provider.
- 6.3. The institution makes the schedule known in a timely manner so that the student and the work placement provider can take this into account.
- 6.4. The institution has the final responsibility for the assessment of the student in achieving the part of the qualification by following the work-based learning. The procedure of the assessment and the method of the assessment of the work placement, are described in the OER of the course.
- 6.5. As part of the assessment of the student, the institution takes the view of the work placement provider into consideration.

## **7. (Best endeavours-) obligations student**

- 7.1. The student endeavours to successfully complete the learning goals within the agreed timeframe. That is before, or on, the scheduled end date recorded on the Work Placement Sheet. Specifically, the student must participate in the work placement, and be present at the work placement provider on the agreed days and times, unless there are compelling reasons why he/she is unable to do so.
- 7.2. For absence during the work placement, the same rules apply for the student as are used by the work placement provider and the rules that have been agreed in the Education Agreement between the student and the institution.

## **8. Further agreements with the student**

- 8.1. If desired the institute, the student, and the work placement provider can make further individual agreements. For example, about the learning goals, the supervision, or the assessment of the student.
- 8.2. These agreements will be recorded in writing in an addendum which will comprise part of the Work Placement Agreement.

## **9. Code of conduct, safety and liabilities**

- 9.1. In the interests of order, safety and health, the student is required to observe the rules, regulations and instructions applicable within the workplace of the work placement provider. The work placement provider informs the student of these regulations prior to the commencement of the work placement.
- 9.2. The student is required to keep secret all that is entrusted to him/her in confidence or reasonably understand that anything of a confidential nature that has come to his/her knowledge must be kept secret.
- 9.3. The work placement provider shall take measures, in accordance with the Working Conditions Act, aimed at protecting the physical and mental safety of the student.
- 9.4. The work placement provider is liable for any damage that the student may suffer during, or in connection with, the work placement, unless the work placement provider demonstrates that they have fulfilled the stated obligations in Article 7:658 section 1 of the Civil Code, or that the damage is largely the result of wilful misconduct or gross negligence of the student.
- 9.5. The work placement provider is liable for any damage that the student in the performance of his/her duties during, or in connection with, the work placement inflicts on (property of) the business of the work placement provider, or on (the property of) third parties, unless there is intent or deliberate recklessness on behalf of the student.
- 9.6. The institution is indemnified for damage that is caused to the student, the work placement provider, or third parties in the carrying out of the work placement.
- 9.7. The liability of the institution is in all cases restricted to the conditions, and thereupon based on the coverage, in the insurance policy of the institution. This means that liability is restricted to the amount payable by the insurance company of the institution.

## **10. Problems and conflicts during the work placement**

- 10.1. If problems or conflicts arise during the work placement, the student should, in the first instance, raise these with the work placement trainer of the work placement provider and/or the work placement supervisor of the institution. They will try to find a solution together with the student.
- 10.2. If the student feels that the problem or conflict has not been resolved satisfactorily and that the cause of the problem or conflict is that the work placement provider has not sufficiently fulfilled its commitments in this Agreement, then the student can discuss the options in consultation with the work placement supervisor of the institution.
- 10.3. If the parties cannot reach a mutual agreement, the student can submit a complaint via the complaints institution of the educational institution. The procedure for submitting a complaint can be found in the education agreement that the student has concluded with the educational institution.
- 10.4. The work placement provider takes measures aimed at preventing or combating forms of sexual harassment, discrimination, aggression or violence. In the case of sexual harassment, discrimination, aggression and/or violence, the student has the right to immediately cease working without this becoming a reason for a negative assessment. The student must report the work stoppage immediately to the work placement trainer and the work placement supervisor. When this is not possible, then the student must notify the work stoppage to the counsellor of the work placement provider or of the educational institution.
- 10.5. In the first instance, the work placement provider needs to bring any problems or conflicts during the work placement to the attention of the work placement supervisor, who will try to find a solution together with

the student. If the work placement provider finds that the problem or conflict has not been resolved satisfactorily then the work placement provider can download a form through the website ([www.hmcollege.nl](http://www.hmcollege.nl)) to file a complaint.

## **11. Data exchange and privacy**

- 11.1. The student has the right to access his/her student file and, in particular, the work placement details processed by the institution.
- 11.2. When exchanging details about the student, the institution and the work placement provider need to take heed of the Personal Data Protection Act. This means that they must carefully handle the personal data of the student and be transparent where the student is concerned. It is recorded in the privacy regulations of the institution which details about the student under which conditions can be provided to the work placement provider, and when the permission of the student is required.

## **12. Agreement duration and termination**

- 12.1. The Work Placement Agreement comes into effect after signing the first Work Placement Sheet and is in principle valid for the duration of the work placement period as stated on the Work Placement Sheet.
- 12.2. The Work Placement Agreement legally ends:
  - a) As soon as the student has completed the number of hours of the work placement with a positive assessment or in the case of an elective when the student has completed the work placement.
  - b) By the expiry of the planned end date as stated on the Work Placement Sheet.
  - c) Through termination of the Education Agreement between the student and the institution.
  - d) Through termination or through loss of the legal form of the work placement provider or when the work placement provider ceases to operate as the company referred to in the Work Placement Agreement.
  - e) When the accreditation of the work placement provider as referred to in Article 7.2.10 of the WEB is expired or revoked.A termination by operation of law will be confirmed by the institution in writing to the student and the work placement provider.
- 12.3. The Work Placement Agreement may be terminated by mutual agreement between the institution, the student, and the work placement provider.
- 12.4. The Work Placement Agreement can (extrajudicial) be dissolved:
  - a) Through the work placement provider if the student, despite emphatic (repeated) warning, fails to conduct himself/herself according to the code referred to in Article 9.2 of these General Terms and Conditions.
  - b) Through serious circumstances if one of the Parties cannot reasonably continue, this party cannot be required to continue the Work Placement Agreement.
  - c) Through one of the Parties such as the institution, the student, or the work placement provider not fulfilling the obligations imposed by law or in the Work Placement Agreement.
  - d) Through the student or the work placement provider, if the employment contract (if existing) between the student and the work placement provider is ended (also BBL).
- 12.5. A termination by one of the Parties pursuant to Article 12.4 is to be made in writing to the other Parties stating the reason for the termination.
- 12.6. Prior to a termination under Article 12.4 c, the Party who cannot fulfil his/her obligations shall be given the opportunity through the other Parties to fulfil his/her obligations within a period of two weeks. A written notice of default is not necessary if fulfilment is permanently impossible or if the Party has already indicated that his/her obligation shall not be fulfilled and giving a notice period is redundant.

## **13. Replacing the work placement location**

- 13.1. In the case of the Work Placement Agreement being ended because the work placement provider does not meet its obligations (the practice location is not, or not fully, available, the supervision is inadequate or absent, the work placement provider no longer has a favourable evaluation as intended in Article 7.2.10 of the WEB or there are other circumstances which mean the work placement can no longer occur), then after consultation with SBB, the institution facilitates the provision of an adequate alternative for the student as soon as possible.

#### **14. Final provisions**

- 14.1. For a situation not covered by the Work Placement Agreement, the institution and the work placement provider will make decisions in consultation with the student.
- 14.2. In the case of matters that fall under the responsibility of the SBB, then the SBB will be involved in these discussions.

#### **GLOSSARY OF TERMS**

BBL	Vocational Learning Pathway ( <i>Beroepsbegeleidende Leerweg</i> )
OER	Education and Examination Regulations ( <i>Onderwijs- en Examenregelingen</i> )
OOK	Education Agreement ( <i>Onderwijsovereenkomst</i> )
SBB	Cooperation Organisation Vocational Education, Training and the Labour Market ( <i>Samenwerking Beroepsonderwijs Bedrijfsleven</i> )
WEB	Education and Vocational Training Act ( <i>Wet Educatie en Beroepsonderwijs</i> )