

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.
- 1.4. In the Work Placement Agreement, Dutch law applies.
- 1.5. The company or organization providing the work-based learning component (the training company) holds, on the date of signing the practical training agreement, an accreditation from SBB for the qualification for which the student is enrolled, as referred to in Article 1.5.3 of the 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)¹) 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

¹ 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. The articles in the practical agreement relating to this can then be adjusted accordingly.

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.

- 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 can be downloaded through the institution's intranet or Website.
- 4.3. Elective modules form an integral part of the study programme based on the revised qualification dossiers. Completing elective modules and the associated examinations is a mandatory requirement of the programme. Students select their elective modules either at the start of the programme or during its course. This selection is recorded in a location accessible to the student. Students may opt for an elective module that is completed within the context of their work-based learning (BPV). In such cases, this is recorded on the BPV form, which constitutes an integral part of this practical training agreement. Multiple elective modules may be undertaken at a single host company, whether or not in addition to the existing practical training agreement.

5. (Best endeavours-) obligations work placement provider

- 5.1. The training company enables the student to achieve the agreed learning objectives and thereby successfully complete their work placement (BPV). The training company ensures adequate daily supervision and training for the student in the workplace. The training company invests in a long-term relationship with the educational institution and participates in the agreed contact moments between the student, the institution, and the training company.
- 5.2. Companies ensure a socially safe learning environment. The training company ensures equal opportunities for all students during recruitment and selection.
- 5.3. The training company designates a workplace supervisor responsible for guiding the student during the work placement. The student is informed of the workplace supervisor's identity at the start of the placement. The workplace supervisor's details can be found in the student registration system.
- 5.4. The training company agrees to facilitate the assessment of the work placement by a representative of the educational institution at the company's premises.
- 5.5. The training company enables the student to participate in classes offered by the educational institution according to the applicable schedule, as well as in tests or exams, during the work placement period.
- 5.6. The training company provides the student with the basic equipment required for the work placement.
- 5.7. Each student receives appropriate compensation for the internship. This consists, at a minimum, of reimbursement covering all expenses. In addition, applicable collective labour agreements (CLAs) contain provisions regarding appropriate internship allowances. If the training company is subject to a CLA that includes provisions for internship allowances, the company is required to pay these in accordance with the CLA terms. The training company pays the student an expense allowance that covers at least all costs (in euros) the student is required to incur—whether by the company or by law—to undertake the internship at the company. This allowance includes travel expenses (if not otherwise reimbursed) and the cost of a Certificate of Conduct (VOG), if applicable. (This applies to students in both the school-based [BOL] and work-based [BBL] learning pathways.) The Working Hours Act applies to all interns.

6. (Best endeavours-) obligations institution

- 6.1. The institution ensures adequate supervision by the work placement supervisor. The student is informed of the supervisor's identity within one week of the start of the work placement. Details regarding the work placement supervisor can be found in the student registration system. The school invests in long-term relationships with host companies and organizes and participates in the scheduled contact sessions involving the student, the school, and the host company.
- 6.2. The work placement supervisor from the educational institution monitors the progress of the practical training by maintaining regular contact (in accordance with the internship agreement: three contact moments, at least one of which must take place at the training company's location) with the student and the training company's workplace supervisor, and oversees the student's progress and the alignment of their learning objectives with the learning opportunities available at the training company.
- 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 shall make every effort to successfully complete their learning objectives within the agreed timeframe—that is, by the scheduled end date specified on the work placement (BPV) form. In particular, the student is required to actually participate in the work placement and to be present on the days and at the times agreed upon with the host company, unless compelling reasons make this impossible. Regarding absence during the work placement, the rules applied by the host company as well as the rules set out in the student charter apply to the student.

8. Further agreements with the student

- 8.1. The educational institution, the student, and the work placement company make concrete agreements regarding the form and content of the work placement, the method and frequency of supervision, the personal learning plan, the assessment method, and the designated contact persons at the school and the work placement company.
- 8.2. These agreements are recorded separately in B3net and are part of the practical training 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 fail to reach a resolution through mutual consultation, the student may submit a complaint via the educational institution's complaints procedure. The procedure for submitting a complaint is clearly defined by the school (hmcollege.nl) and is accessible to the student.
- 10.4. The work placement company shall take measures aimed at preventing or combating sexual harassment, discrimination, aggression, or violence. In the event of sexual harassment, discrimination, aggression, and/or violence, the student has the right to cease work immediately without this constituting grounds for a negative assessment. The student must immediately report the work stoppage to the workplace supervisor and the work placement supervisor. If this is not possible, the student shall report the work stoppage to the confidential advisor at the work placement company or the educational institution.
- 10.5. In accordance with the Internship Pact, it must be clear where the student can report internship-related discrimination or abuse at the institution, what support and aftercare entail, and what steps the institution takes following a report.
- 10.6. The work placement protocol stipulates that schools must report major isolated incidents, work placement complaints of a structural nature, and/or reports and indications—including internship-related discrimination—to SBB.

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) At the moment the student has successfully completed the work placement (BPV) or, in the case of an elective module, has completed the agreed number of hours and the work placement (BPV).
 - b) By the expiry of the planned end date as stated on the Work Placement Sheet.
 - c) Upon the termination of the enrolment 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>)