



Labour contract

Is there an employment contract?

Yes

No

For ..... hours per week.

Reason

parental company

company partner

other, namely

Electives (insofar as performed in this Vocational training)

Minor 1:

Name of Minor 1:

Identification code of Minor 1:

Start date of work placement for Minor 1:

Planned end date of work placement for Minor 1:

Total number of work placement hours for Minor 1:

Number of contact moments between student, school, and training company for Minor 1:

Minor 2:

Name of Minor 2:

Identification code of Minor 2:

Start date of work placement for Minor 2:

Planned end date of work placement for Minor 2:

Total number of work placement hours for Minor 2:

Number of contact moments between student, school, and training company for Minor 2:

Signature

- The institution declares by signing this agreement that it will fulfill the obligations included in the general terms and conditions.
- The student declares by signing that he has taken notice of and agrees to the general terms and conditions that are part of this practical training agreement.
- The student declares that he has received and inspected the documents that are part of this agreement or that are attached to this agreement.
- The organization providing the practice has taken cognizance of the general terms and conditions and is aware of the liability for damage as stated in Article 9.
- If the articles belonging to this practical training agreement deviate, this must be indicated below.
- In the registration and enrollment procedure, the parents and/or legal representatives have agreed that the minor student independently signs this agreement.
- If the employer is a different organization than the training company (for example, a recruitment organization) providing the work-based learning, the student, by signing the internship agreement, gives permission for the internship agreement to be shared with the employer.
- The terms and conditions of this agreement are also available on the website.

Institution

Date

Place

Signature

Student

Date

Place

Signature

Practical Training offering organisation

Date

Place

Signature

DE WERELD  
AAN JE VOETEN



## General Terms and Conditions BOL/ Vocational Training Pathway practical training agreement 2023-2024

Terra's student council has approved Terra's model practical training agreement. This agreement is exclusively governed by Dutch law. The Executive Board of Terra has set the practical training agreement and the associated general terms and conditions. The practical training agreement and the general terms and conditions refer to the student. This means, the participant as referred to in Article 1.1.1.d Education and Vocational Education Act (Web). Everywhere in this document where the masculine form is used, the feminine form can of course also be used or read. In the practical training agreement and the general terms and conditions, is being talked about the educational institution. This refers to all Terra's MBO/ VET locations. In cases not provided for in this agreement, Terra's competent authority will decide.

### 1. Preconditions

- 1.1 This agreement is concluded between the student, the educational institution and the training company, also referred to in this agreement as "parties" and is managed by the institution.
- 1.2 The student is registered at the educational institution on the basis of an education agreement.
- 1.3 The company or organisation that provides practical training (BPV), the work placement company, on the date of signing the practical training agreement, has a favourable assessment of the Cooperation Organisation for Vocational Education Business (SBB) for the qualification for which the student is registered as referred to in Article 1.5.3 of the Education Act and Vocational Education (WEB).<sup>1</sup>

### 2. Nature of the agreement

- 2.1 The general terms and conditions together with the BPV sheet, form the practical training agreement as referred to in Article 7.2.8. of the WEB.
- 2.2 This agreement sets out the general rights and obligations of the parties. Appointments that specifically are about the BPV to be followed by the student, can be found in the BPV sheet. The BPV sheet is an integral part of this agreement. Everywhere in this Agreement 'BPV' means the BPV as stated on the BPV sheet.

### 3. Interim changes

- 3.1 The practical training agreement and, more in particular, the BPV data as included on the BPV sheet, can be changed or supplemented during the BPV period with written or oral consent of parties .

<sup>1</sup>If the BPV is only followed for an optional component, it is important that the work placement company has a recognition from SBB. BPV for an optional component may take place at any recognized work placement company."

- 3.2 If the change in BPV data is the result of a change in the training track of the student, the student must submit a request for a change in the study program and to precede an adjustment of the education agreement.
- 3.3 The BPV data regarding the training in the context of which the BPV is followed, can only be changed at the request of the student. This request may be subject to a consultation or precede advice from the educational institution or the work placement company.
- 3.4 The BPV data regarding the start and planned end date, duration and extent of the BPV, can also be changed at the request of the training company. Such a request will only be honoured by the educational institution after consultation with and consent of the student.
- 3.5 In the event of an interim change of the BPV data, the BPV sheet will be replaced by a new BPV sheet.
- 3.6 The educational institution will send the new BPV sheet as soon as possible in writing (on paper or digitally) to the student (and in the case of minors also to his/her parent(s) or legal representative(s)) and to the work placement company.
- 3.7 The student (and in the case of minors also to his/her parent(s) or legal representative(s)) and the work placement company are given the opportunity within 10 working days after the new BPV sheet has been sent, in writing or orally, to inform the educational institution if the content of the new BPV sheet is incorrect.
- 3.8 If the student or the work placement company indicates that the adjusted BPV data is not correct (in accordance with the request or the consent of the non-applicant party) displayed, the educational institution will correct the relevant BPV data.
- 3.9 If the student or the work placement company makes an objection that is aimed at changing the BPV data without a request or consent being the basis, then the educational institution will delete the new BPV sheet. In this case, the student will continue to follow the BPV in the work placement company as stated on the original BPV sheet, until agreement is obtained from both parties.
- 3.10 If the student and/or the work placement company do not respond within the term of Article 3.7, then the new BPV sheet replaces the previous BPV sheet and thus becomes part of the practice agreement.

#### **4. Content and layout**

- 4.1 The BPV is part of every vocational training as referred to in the WEB. The BPV takes place at a training company recognized by the SBB on the basis of a practice agreement. Agreements about the BPV are laid down in the practical training agreement so that the student is enabled to acquire the knowledge and gain experience. The activities performed by the student in the context of the practical training agreement have a learning function.
- 4.2 The basic principle of the BPV is the education and training objectives applicable to the degree programme as described in the Education and Examination Regulations (OER) of the degree programme. The BPV is based on a substantive plan for the BPV that is included in the OER or referred to in the OER. It should be clear to the work placement company, which part of the the qualification the student must obtain during his BPV. The OER can be downloaded from [terra.nl](http://terra.nl). The BPV policy, the forms for monitoring personal development and progress per work process are listed in the BPV guide/BPV website at [MBOterra.nl](http://MBOterra.nl).

- 4.3 Electives are an inseparable part of the training based on the revised qualification files. Taking electives and concluding with an exam is a compulsory part of the training. The student chooses electives at the start of or during the study programme. This is laid down in the education agreement. The student can opt for an optional part that is filled in in the BPV. In that case this will be registered on the BPV sheet that is an integral part of this practical training agreement. Several optional parts can be taken at one work placement company, whether or not in addition to the current practical training agreement.

## **5. (Effort) obligation training company**

- 5.1 The work placement company enables the student to achieve the agreed learning objectives and thus achieve his BPV. The work placement company ensures sufficient daily supervision and training of the student on the work floor. The work placement company participates in the agreed contact moments between the student, school, and work placement company.
- 5.2 The work placement company appoints a practical trainer who is charged with supervising the student during the vocational training. At the start of the BPV, the student knows who the practical trainer is. The details of the practical trainer can be found in the BPV sheet in the BPV folder.
- 5.3 The work placement company declares that it is prepared to have the BPV assessed by an officer of the educational institution in the work placement company.
- 5.4 The student is enabled by the work placement company to participate during the BPV period in the education offered by the educational institution according to the applicable schedule, as well as in tests or exams.
- 5.5 The work placement company provides the student with the basic equipment necessary for the work placement.
- 5.6 The work placement company pays the student an expense allowance that includes at least all expenses in euros that a student must incur to be able to work or complete an internship at the company, as required by the company or the law. This expense allowance includes travel costs if not otherwise reimbursed and any required Certificate of Good Conduct (VOG).
- 5.7 The Working Hours Act applies to all interns.

## **6. Educational institution's (effort) obligation**

- 6.1 The educational institution ensures sufficient supervision by the BPV supervisor. At the start of the BPV, the student knows who his BPV supervisor is. The details of the BPV supervisor can be found in the BPV folder. The school organises and participates in the agreed contact moments between the student, school, and training company.
- 6.2 The BPV supervisor from the educational institution follows the progress of the BPV by maintaining regular contact with the student and with the practical trainer of the training company and monitors the progress and alignment of the student's learning objectives with the learning opportunities in the workplace.
- 6.3 The educational institution will announce the schedule in good time so that the student and the work placement company can take this into account.
- 6.4 The educational institution has ultimate responsibility for assessing whether the student has passed those components of the qualification that were followed in the practical

training. The procedure for the assessment and the method of assessment of the BPV are described in the OER of the programme.

6.5 The educational institution takes the assessment of the work placement company into account as part of the assessment of the student.

## **7. Student (effort) obligation**

7.1 The student makes every effort to successfully complete his learning objectives within the agreed term. That is before or at the latest on the planned end date that is included in the BPV sheet. In particular, the student is obliged to actually follow the BPV and to be present on the days and times agreed with the work placement company, unless this cannot be expected of him for serious reasons.

7.2 For the absence of the BPV, the rules as applied by the work placement company apply to the student, as well as the rules as agreed in the education agreement between the student and the educational institution.

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

- 8.1 If desired, the institution, the student and the work placement company can make further individual agreements. For example about the learning objectives, the supervision or the assessment of the student. The student participates in the agreed contact moments between the student, school, and training company.
- 8.2 These agreements will be recorded in writing in an addendum and form part of the practice agreement.
- 8.3 Adjustments through custom trajectories for students with support needs, such as modifications in time, form, and workplace, are substantiated in an appendix to the internship agreement.

## **9. Rules of conduct, safety insurance and liability BOL/ Vocational Training Pathway 2024**

- 9.1 The student is obliged to observe the rules, regulations and instructions that apply within the work placement company in the interests of order, safety and health. The work placement company informs the student about these rules before the start of the BPV.
- 9.2 The student is obliged to keep secret everything that is entrusted to him under secrecy or what has come to his knowledge as secret or of which he must reasonably understand the confidential nature.
- 9.3 In accordance with the Working Conditions Act, the work placement company takes measures aimed at protecting the physical and mental safety of the student.
- 9.4 The work placement company is liable for damage that the student may suffer during or in connection with the BPV, unless the work placement company demonstrates that it has complied with the obligations referred to in Article 7:658 paragraph 1 of the Dutch Civil Code, or that the damage is the result of intent or wilful recklessness on the part of the student.
- 9.5 The work placement company is liable for damage that the student causes to the (property of the) work placement company or to (the property of) third parties in the performance of his work during or in connection with the BPV, unless there is intent or deliberate recklessness of the student.
- 9.6 The educational institution is indemnified against damage caused to the student, the work placement company or third parties in the performance of the BPV.
- 9.7 The work placement company has adequately insured its liability.<sup>2</sup> The work placement company must have co-insured the student under its liability insurance.
- 9.8 The educational institution has taken out accident insurance for the student for the days that the student takes classes at the institution.
- 9.9 The work placement company must have co-insured the student on its liability insurance.
- 9.10 The educational institution's liability is in all cases limited to the conditions and the cover based thereon in the institution's insurance policy. This means that that liability is limited to the amount to be paid out by the insurance company of the institution (MBO/ VET-council).

<sup>2</sup> The liability of the educational institution is in all cases limited to the conditions and the cover in the insurance taken out by the institution. This means that that liability is limited to amount by the insurance company of the institution (MBO/ VET- council).



## **10. Problems and conflicts during vocational training**

- 10.1 In the event of problems or conflicts during the BPV, the student should initially contact the practical trainer of the work placement company and/or the Practical Counsellor of the educational institution. They try to find a solution together with the student.
- 10.2 If the student believes that the problem or conflict has not been resolved satisfactorily and the cause of the problem or conflict is that the work placement company does not or insufficiently comply with the agreements in this agreement, the student can discuss options.
- 10.3 If the parties cannot reach an agreement by mutual agreement, the student can submit a complaint via the complaints procedure of the educational institution. The procedure for submitting the complaint is stated in the education agreement that the student has concluded with the educational institution.
- 10.4 The work placement company takes measures aimed at preventing or combating forms of sexual intimidation, discrimination, aggression or violence. In the event of sexual intimidation, discrimination, aggression and/or violence, the student has the right to immediately stop working without this being a reason for a negative assessment.
- 10.5 The student must immediately report the work interruption to the practical trainer and the Practical Supervisor. If this is not possible, the student reports the work interruption to the confidential counsellor of the work placement company or of the institution. According to the internship agreement, it must be clear where the student can report internship discrimination or abuse at the institution, what support and follow-up look like, and the steps the institution takes after receiving a report.
- 10.6 The institution reports significant incidents, work placement complaints that are of a structural nature, and/or reports and signals of internship discrimination to SBB (Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven - Foundation for Cooperation on Vocational Education, Training, and Labour Market).

## **11. Data Sharing and Privacy**

- 11.1 The student has the right to inspect his or her own student file and more in particular the BPV data processed by the educational institution.
- 11.2 When exchanging information about the student, the educational institution and the training company observes the Personal Data Protection Act. This means, among other things, that they handle the student's personal data with care and that they are transparent about it are towards the student. It is included in the privacy regulations of the educational institution which data of the student is provided to the work placement company under which conditions and when the student's permission is required.

## **12. Term and termination of agreement**

- 12.1 The practical training agreement comes into effect after signing the first BPV sheet and is in principle entered into for the duration of the BPV period as stated on the BPV sheet.
- 12.2 The practical training agreement ends by operation of law:
- The moment the student has completed the BPV with a positive assessment or in the case of an optional component if the student has completed the BPV;
  - Due to the expiry of the planned end date as stated on the BPV sheet;
  - Due to the termination of the education agreement between the student and the institution;
  - Due to dissolution or loss of legal personality of the work placement company or when

the work placement company ceases to perform the profession referred to in the practical training agreement in the said company to exercise;

- When the accreditation of the work placement company as referred to in article 7.2.10 of the WEB has expired or has been withdrawn.

A termination by operation of law will be confirmed in writing by the educational institution to the student and the work placement company.

12.3 The practical training agreement can be terminated by mutual consent between the institution, the student and the work placement company.

12.4 The practical training agreement can be dissolved (extrajudicially):

- By the work placement company if, despite an explicit (repeated) warning, the student does not comply with the rules of conduct as referred to in Article 9.2 of these general terms and conditions;
- One of the parties can no longer reasonably be required to continue the practical training based on compelling circumstances;
- By one of the parties if the institution, the student or the work placement company fails to fulfil the obligations imposed on him by law or in the practical training agreement;
- By the student or the work placement company, if the employment contract (if any) between the student and the work placement company is terminated.

12.5 A dissolution by one of the parties pursuant to Article 11.4 will take place in writing to the other parties, stating the reason for the dissolution.

12.6 Prior to a dissolution pursuant to Article 11.4 under c, the party that does not fulfil its obligations must be given the opportunity by the other parties to fulfil its 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 it will no longer fulfil its obligations and term is superfluous.

**13. Replacement practice place**

13.1 If the practical training agreement is terminated because the work placement company does not meet its obligations (the practical place is not or is not fully available, the supervision is inadequate or missing, the work placement company no longer has a favourable assessment as referred to in Article 7.2.10 of the WEB or there are other circumstances that mean that the BPV can no longer take place properly), the educational institution will, after consultation with the SBB, promote that an adequate replacement facility is made available as soon as possible for the student.

**14. Final provision**

14.1 In cases not provided for in the practical training agreement, the educational institution and the work placement company will decide after consultation with the student.

14.2 If it concerns matters that affect SBB's responsibility, SBB will be involved in these consultations.

<sup>2</sup> The student is co-insured under the liability insurance of the work placement company in the capacity of subordinate (in accordance with the statutory provisions) during the period of the agreement. This insurance does not apply if there is a family relationship between the practice provider and the student. General terms and conditions practical training agreement 2022-2023 BBL/ Vocational Training Pathway