

I. Definitions in the practical training agreement

General Data Protection Regulation (GDPR)

The GDPR lays down the most important rules for the handling of personal data in the Netherlands.

Vocational practical training

The professional practice training is education in the professional practice of the profession, which takes place in a recognised training company on the basis of a practical agreement. A successfully concluded BPV is a legal requirement for certification.

Vpt sheet

The part of the practice agreement which contains the student's, educational institute's and practice company's data. The vpt sheet must be signed by the student, by the vpt company and, in case of minority, by the parent/guardian, when the practice agreement is entered into.

Optional parts

Selection parts are mandatory and provide, in addition to the qualification, a deepening or broadening in preparation for the labour market or a further education. The selection part can (partly) take place in the professional practice formation.

Educational supervisor

The person taking care of the supervision of the vpt from the side of the educational institute. This person is responsible for the communication with the practical education department and follows the progress of the student during the vpt.

Educational institute

The term 'educational institute' is used to indicate MBO Amersfoort.

Educational agreement

The Education Agreement consists of general terms and conditions and the corresponding study programme sheet and regulates the relationships between the student, the higher education institution (and in the case of minority the legal representative).

Practical education department

The practical education department (or vpt-department) is the company or the institute where the vpt takes place.

Practical supervisor

The person taking care of the supervision of the vpt at the practical education department.

Practical training agreement

The practical agreement consists of these general terms and conditions and the related BPO magazine and regulates the relationships between the student, the higher education institution and the practicing company.

Privacy policy

With this privacy policy, MBO Amersfoort ensures that the processing of personal data takes place in accordance with the General Data Protection Regulation (GDPR), the "Uitvoeringswet Algemene Verordening Gegevensbescherming" (UAVG, the Dutch General Data Protection Regulation Implementation Act) and other codes of conduct and regulations.

Cooperation organisation Vocational training Business (SBB)

The organisation that recognises and guides the practical companies where the students can go for a good quality internship or apprenticeship.

Stagemarkt

The 'stagemarkt.nl' website is the SBB website where all internships and apprenticeships of approved work placement companies for students in senior secondary vocational education can be found.

Act on Education and Vocational Training

The Act on Education and Vocational Training (abbreviated: WEB) is the law governing many issues with regard to the vocational education.

II. The general terms and conditions of the practical training agreement

Article 1 Preconditions

1. This practical training agreement is concluded between the student, the educational institute and the practical education department, in this agreement also referred to as "parties", and is managed by the educational institute.
2. The student is registered at the educational institute on the basis of an educational agreement.
3. The company or the organization taking care of the vpt, the practical education department, is in the possession of a favourable assessment by the Education-Business Alliance (abbreviation: SBB) for the qualification referred to in article 7.2.10 of the WEB on the signature date of the practical training agreement.

Article 2 Nature of the practical training agreement

1. The provisions, together with the vpt sheet, form the practical training agreement as referred to in article 7.2.8 of the WEB.
2. This agreement contains the general rights and obligations of parties. Agreements specifically applying to the vpt to be followed by the student, are mentioned on the worksheet practical training agreement. The worksheet practical training agreement is an inseparable part of this agreement.

Article 3 Interim modifications

1. o all other alterations applies: The practical training agreement and, more in particular, the vpt-data as included on the vpt sheet can be altered or supplemented during the vpt-period with written or oral permission from parties.
2. If the alterations of vpt-data are resulting from an alteration of the training programme of the student, this has to be preceded by a request of the student to alter the training programme and an adjustment of the educational agreement.
3. The vpt-data with regard to the education in the framework of which the vpt is followed, can only be altered upon request of the student. This request can be preceded by a meeting or advice of the institute or the practical education department.
4. The vpt-data with regard to the start date and planned end date, duration and scope of the vpt, can also be altered upon request of the practical education department. Such request will only be honored by the institute after consultation with and consent of the student.
5. In case of an interim alteration of the vpt-data, the worksheet practical training agreement will be replaced during the term of the vpt by a new vpt sheet practical training agreement. This applies to the following situations:
 - a. When choosing an optional part or changing between optional parts (if a vpt is already participated in at a crebo (registered professional education institute) or a different optional part is participated in);
 - b. When adding a crebo to the practice agreement (if an optional part is already participated in in the vpt);
 - c. When the planned end date is extended;
 - d. When the planned end date expires for a vpt for an optional part or a crebo, while there is still a vpt for a different part (optional part or crebo), which is not yet completed, is participated in with the same company;
 - e. When the total amount of hours is amended;
 - f. When changing between crebos, for instance from domain to domain, from domain to qualification file or qualification, from qualification file to qualification, or from one qualification to another;
 - g. When the learning path is changed;
 - h. When the level is changed.
6. The educational institute will send the new vpt sheet practical training agreement as soon as possible in writing (on paper or digitally) to the student and, in case of minority, also to his/her parent(s) or legal representative(s) and to the practical education department.
7. The student and, in case of minority, the parent(s) and/or legal representative(s) and the practical education department will be

given the opportunity to notify the educational institute, either in writing or orally, within ten workdays after sending the new worksheet practical training agreement if the contents of the new vpt-sheet is incorrect.

8. If the student or the practical education department indicates that the adjusted vpt-data are displayed incorrectly (in accordance with the request or the consent of the non-requesting party), the educational institute will proceed to correction of the vpt-data concerned.
9. If the student or the practical education department submits an objection aimed at the fact that the vpt-data have been adjusted without there being a basis of a request or consent, the institute will proceed to cancellation of the new worksheet practical training agreement. In that case the student remains to follow the vpt at the practical education department as mentioned at the original vpt-worksheet, until permission from both parties will be obtained.
10. If the student and/or the practical education department do not respond within ten workdays, the new worksheet practical training agreement will replace the previous worksheet practical training agreement, and thus becomes part of the practical training agreement.
11. In case an optional part takes place in the practice company, in which the vpt already takes place, it is included in the vpt sheet.
12. If an optional part takes place at another practice company, a separate practical contract will be drawn up for this purpose.

Article 4 Content and structure

1. Vocational practical training is part of every vocational education as referred to in the WEB. The vocational practical training takes place at a practical education department recognized by the SBB on the basis of a practical training agreement. Agreements about the vocational practical training are documented in the practical training agreement so that the student will be enabled to gain the knowledge and experience necessary for the qualification/ the optional component. The activities to be performed by the student within the framework of this agreement have a learning function.
2. Starting points of the vocational practical training are the educational and training goals described in the education guide and which are applicable to the training and/or regarding optional parts or parts. The information with regard to the vpt is described in the vpt-guide, a practice manual or a practice workbook.
3. Optional components are an inseparable part of the education based upon the reviewed qualification files. Following optional components and concluding with an examination are mandatory parts of the education. When starting the education or during the education, the student will select optional components. This is documented in the educational agreement. Some optional components will be completed partially or entirely during the vocational practical training. In that case this will be registered on the vpt sheet which is an inseparable part of this practical training agreement. Multiple optional components can be followed at one practical education department whether or not supplementary to the current practical training agreement. In case an optional part takes place at a different practice company, a practice agreement is set up for this.

Article 5 Obligation (of effort) of the practical education department

1. The practical education department enables the student to achieve the agreed learning goals and, in this way, to obtain his vpt. The practical education department ensures sufficient daily guidance and training of the student in the workplace.
2. The practical education department appoints a practice guide who is responsible for the supervision of the student during that vocational practical training. When starting the vpt, the student knows who the practical supervisor is. The data of the practice guide are included in the student monitoring system.
3. The practice company declares that it is prepared to facilitate the assessment of the PPS by an official of the organisation in the practice company.
4. The practical education department enables the student during the vpt-period to participate in education offered by the educational institute according to the applicable schedule as well as in tests and examinations.

5. In appropriate cases, the practice company is responsible for timely reporting of the student to bodies such as the business association and the tax authorities.

Article 6 Obligation (of effort) of the educational institute

1. The educational institute ensures that sufficient guidance is provided by the educational supervisor. When starting the vpt, the student knows who his supervisor is. The data of the educational supervisor are included in the student monitoring system.
2. The educational supervisor from the side of the educational institute follows the progress of the vocational practical training by maintaining regular contacts with the student and with the practical supervisor of the practical education department and monitors the progress and the connection of the learning goals of the student with the learning opportunities at the practical education department.
3. The educational institute makes the schedule available in a timely manner so the student and the practical education department can take this into account.
4. The institution has the final responsibility for assessing whether the student has achieved those parts of the qualification that were followed in professional practice. The procedure for the assessment and the manner of assessment of the RPV are described in the study programme guide or in the RPV manual.
5. The institution takes the assessment of the student by the learning company into account as part of the student's assessment.
6. Successful completion of professional practice training with a positive result is a condition for obtaining a diploma.

Article 7 Obligation (of effort) of the student

1. The student will make his best efforts to complete his learning goals successfully within the agreed term. That is before or no later than the planned end date included on the vpt sheet of the practical training agreement. In particular, the student is obliged to actually follow vpt, and to be present during the days and times agreed upon with the practical education department, unless this cannot be expected of him due to serious reasons.
2. The student has to take into account that the vocational practical training takes place during days and times that are customary for the industry concerned. This means the vocational practical training can also take place during school holidays, in weekends and during evening hours.
3. For absenteeism during the vocational practical training, the rules handled by the practical education department as well as the rules agreed upon in the educational agreement between student and educational institute apply to the student.
4. In case of absence and upon return, the student is obliged to immediately inform the practical supervisor of this fact, in conformity with the rules of the practical education department. In addition, the student is obliged to report the absence and return concerned to the educational supervisor of the educational institute.
5. In case of unauthorized absence of the student, the practical supervisor immediately notifies the educational supervisor.

Article 8 Further agreements with the student

1. If desired, the institution, the student and the training company can make further individual agreements. For example, about the learning objectives, the supervision or the assessment of the student.
2. These agreements will be laid down in writing in an addendum and will form part of the practical agreement.

Article 9 Rules of conduct and safety

1. The student is obliged to respect the rules, regulations and instructions applicable within the practice company in the interests of order, safety and health. Prior to starting the vpt, the practical education department will hand out these rules to the student.
2. The student is obliged to keep confidential all that is entrusted to him/her in confidence or which came to his/her knowledge as a secret or of which he/she should reasonably understand the confidential nature. The practical education department will inform the student about matters that are in any case subject to confidentiality.

3. In accordance with the Working Conditions Act, the practice company takes measures aimed at protecting the physical and mental integrity of the student.

Article 10 Handling complaints during the vocational practical training

1. In case of problems or conflicts during the vpt, the student initially turns to the practical supervisor of the practical educational department or the educational supervisor of the educational institute. Together with the student, they will try to find a solution.
2. When the student is of opinion that the problem or conflict has not been solved in a satisfactory manner, the student can lodge a complaint in accordance with the complaints procedure of the educational institute. The procedures to file a complaint are included in the educational agreement the student has concluded with the educational institute.
3. The training company shall take measures aimed at preventing or combating forms of sexual harassment, discrimination, aggression or violence. In the event of sexual intimidation, discrimination, aggression and/or violence, the student has the right to immediately resign without this being a reason for a negative assessment. The student must report the work interruption immediately to the practical trainer and the PVV supervisor. If this is not possible, the student must report the work interruption to the confidential advisor of the training company or the institution.

Article 11 Privacy protection

1. When handling student data, MBO Amersfoort acts in accordance with the General Data Protection Regulation. MBO Amersfoort handles personal data in a careful, secure and confidential manner.
2. To this end, MBO Amersfoort has a privacy policy and code of conduct for the digital environment of MBO Amersfoort in which the rules relating to privacy and safe working within the digital environment of MBO Amersfoort are laid down.

Article 12 Remunerations

If the practical education department wishes to give the student of the vocational training programme (BOL) a remuneration with relation to the activities within the framework of the vocational practical training, this will be agreed upon in writing between the practical education department and the student. This latter agreement is not part of the practical training agreement.

Article 13 Insurances

The educational institute will take out insurance for the benefit of the student of the vocational training programme (BOL) against certain financial risks of statutory liability for damage to the practical education department or third parties, as well as against certain financial risks of accidents during work hours and travel hours.

The educational institute assumes that the student is insured in the usual manner. In particular proper health insurance and liability insurance are of importance. Insofar a student does not have such insurances, he is strongly advised to still conclude these himself.

Article 14 Liability

1. The practical education department is not liable for damage the student causes to others as a result of his intent or conscious recklessness. The educational institute is also not liable in those cases.
2. The practical education department is liable towards the student, pursuant to article 7:658, paragraph 4 of the Dutch Civil Code, for damage the student suffers during or in relation to the vocational practical training, unless the practical education department demonstrates that she has complied with the obligations mentioned in article 7:658, paragraph 1 of the Dutch Civil Code, or that the damage is largely the result of intent or conscious recklessness of the student. The educational institute is also not liable in these cases.
3. The educational institute indemnifies the practical education department against possible claims of third parties based on article 6:170 of the Dutch Civil Code due to errors of the students while performing the vpt commissioned by the practical education department. This indemnification and liability only apply if and insofar the liability insurance of the educational institute provides coverage in this respect.
4. The school reimburses material damage of the company where the vocational practical training takes place up to a maximum of

€ 100,000, if and insofar the trainee is legally liable for this damage on the basis of article 6:162 of the Dutch Civil Code, provided that this liability results from the work activities agreed and is not insured in any other way.

Article 15 Duration and end of practical training agreement

1. The practical agreement comes into effect after the signature of the first Bpv sheet and is in principle entered into for the duration of the Bpv period as stated on the Bpv sheet.
2. This agreement terminates by operation of law:
 - a. Once the student has completed the RPV with a positive assessment or in the case of a choice share if the student has completed the RVV.
 - b. by termination of the educational agreement between the student and the educational institute (see the provisions of the educational agreement).
 - c. by the expiry of the term to which this practical training agreement applies (see pvt sheet), or if the student transfers to another education within the educational institute.
 - d. if the student (prematurely) leaves the educational institute, or if the student is disenrolled by the educational institute.
 - e. upon mutual consent of the educational institute, the student and the practical education department, after this has been confirmed in writing by parties.
 - f. if the student, despite explicit warning, does not comply with the rules of conduct according to article 9 of this agreement, after this has been confirmed in writing by the practical education department and/or the educational institute.
 - g. if the educational institute, the student or the practical education department is no longer capable of complying with its obligations resulting from the law or the practical training agreement.
 - h. if, should this be of application, the employment contract between the student and the practical education department is terminated.
 - i. by dissolution or by loss of the legal personality of the practical education department or when the practical education department ceases to exercise the profession meant or the business mentioned in the practical training agreement.
 - j. if the recognition of the practical education department (as referred to in the WEB) is revoked.
 - k. if one of the parties deems termination of this agreement necessary on the basis of serious circumstances and it cannot be reasonably expected to continue the agreement.
3. The student can object in writing against the termination of the agreement at the Complaints Committee of MBO Amersfoort. For the consideration of handling this objection and for the procedure thereof, the provisions apply of the appeal procedure laid down in the Regulation other complaints.
4. In case of premature termination of the practical training agreement, the party ending the agreement will inform the other parties of that fact in writing.

Article 16 Replacing practical location

If the educational institute and the SBB determine, after concluding this practical training agreement, that the practical location is not or not sufficiently available, the supervision is inadequate or lacking, the practical education department no longer has a favourable assessment (as referred to in article 7.2.10. of the WEB) or in the event of other circumstances that cause the vocational education training to not take place in a proper manner, the educational institute facilitates the provision of an adequate replacing practical location after consultation with SBB.

Article 17 Final provision

1. In cases not provided for in the practical agreement, the institution and the training company decide after consultation with the student.
2. If it concerns matters that affect the responsibility of SBB, SBB will be involved in these consultations.
3. This agreement is exclusively governed by Dutch law.

