

Practical training contract

At some point during your training course you reach the stage of doing a work placement. Doing a work placement is an important part of your education and your professional and personal development; you then learn in practice.

In MBO (senior secondary vocational education) we call the work placement 'practical training', abbreviated to PT. In order to arrange everything properly, Nova College and the practical training organisation conclude a practical training contract with you.

Why a practical training contract? It is determined by law that this contract is concluded by the educational institution, the student and the company or organisation that provides the practical training. For the purpose of being able to follow practical training, every student from Nova College has to enter into a practical training contract.

What is a practical training contract? The practical training contract describes the rights and obligations of the parties. This way you, Nova College, and the company or organisation that provides the practical training know exactly what to expect from each other.

What does a practical training contract consist of? The practical training contract consists of a training programme and the general terms and conditions. After the signing of the contract, the rights and obligations regarding the practical training come into force.

Nova College advises you to carefully read through the practical training contract. If you need help to better understand the practical training contract or parts thereof, you can consult your study career advisor.

Part 2: General terms & conditions

Section 1. General provisions

Article 1. Definitions

The following definitions apply in these general terms and conditions:

1. Practical training contract: the contract between Nova College, the student and the practical training organisation that provides the practical training. This contract sets out the rights and obligations applicable to the practical programme.
2. Practical training (PT): work placement or the practical part of the vocational training.
3. Competent authority: the natural persons, who are charged with and have the right to manage the educational institution pursuant to the Dutch Adult and Vocational Education Act (Wet educatie en beroepsonderwijs, WEB). At Nova College that is the Executive Board.
4. PT supervisor: the person from Nova College responsible for the supervision of practical training. This person is responsible for the progress of the practical training and communication with the practical training organisation.
5. PT protocol: an instrument with qualitative agreements adhered to by the parties involved that carry out the practical training.
6. Student: a participant, as mentioned in the WEB, which is also understood to mean the parents and/or legal representatives in the case of a minor being involved.
7. Participants' Statute: a document on the rights and obligations of students, established by the competent authority.
8. PT Manual: a document setting out the general frameworks that are applicable to practical training at Nova College.
9. I-PT Manual: a document setting out the general frameworks that are applicable to international practical training at Nova College.
10. Complaints procedure: a mechanism for dealing with complaints about general school issues or undesirable behaviour, such as sexual harassment, aggression and violence, bullying and discriminatory behaviour.
11. Nova Portal: the intranet of Nova College on which rules, schedules and other documents about the education offered are published. The Internet address is: <https://novaportal.novacollege.nl>.
12. Education and Examination Regulations (EES): the regulations in which, among others things, the content and organisation of the teaching and examinations are described per vocational training courses/group of vocational training courses. The EES is included in the Educational Guideline.
13. Educational Guideline (EGL): digital instrument that is made available via Nova Portal and contains all student information concerning the training course and the examinations. The EGL contains information about the key tasks and work processes that are covered during the practical training.
14. Training programme: part of the practical training contract where specific information is listed concerning the practical training of an individual student.
15. Workplace trainer: the person responsible for the supervision of the practical training at the practical training organisation.
16. Practical training organisation: the organisation that provides the practical training for the student.
17. Privacy regulations: the regulations regarding the processing of personal data of students and exam participants who are registered at Nova College.
18. WEB: the Adult and Vocational Education Act, including further legislative amendments to be established by the government.

Article 2. Nature of the contract

1. The general terms and conditions (part 2) and the training programme (part 1) form the practical training contract as referred to in Sections 7.2.8, 7.2.9 and 7.2.10 of the WEB.

2. This contract is governed exclusively by Dutch law.
3. The practical training contract contains the general rights and obligations of Nova College, the student and the company or organisation that provides the practical training. The training programme contains specific information about the practical training to be carried out by the student. The term training in these general terms and conditions means the training specified in the training programme.
4. The arrangements in this contract remain in force for the student regardless of the student attaining the age of majority.

Article 3. Financial obligations

1. The practical training organisation may make financial arrangements with the student. For example regarding a practical training allowance, a travel allowance or a pension contribution.
2. Nova College is not party to making arrangements on such allowances.

Article 4. Liability

1. The practical training organisation is liable with respect to the student for damages that the student suffers during or in connection with the practical training, unless the practical training organisation demonstrates that it has fulfilled the obligations listed in Book 7, Section 658, paragraph 1 of the Dutch Civil Code or that damages are, to a significant extent, the result of intentional or deliberate recklessness on the part of the student.
2. The practical training organisation is liable for damage to property of a third party owing to actions of a student's own doing, provided the damage has occurred during the practical training and on the instructions of the practical training organisation.
3. Nova College is indemnified for damages incurred in the course of the practical training contract unless damage is the result of an unlawful act attributable to a subordinate of Nova College. This means that Nova College may only be liable if it was clear or should have been clear to the subordinate that the student was unsuitable and/or inadequately trained to carry out the agreed practical training contract.
4. If there is damage caused by the student to property of the practical training organisation, for which the liability insurance of this organisation does not provide cover or for which the student's own insurance does not provide cover, the student has the right to examine whether insurance taken out by Nova College provides this cover. Nova College provides a copy of the policy conditions to the student and the practical training organisation after this has been requested in writing.
5. The liability of Nova College is limited in all cases to the conditions and the corresponding cover in the insurance policy taken out by Nova College. This means that this liability is limited to the amount payable by the insurance company of Nova College.
6. Nova College is indemnified for damages if the student carries out work on behalf of the practical training organisation outside the PT-hours as referred to in Article 13 paragraph 1 of this contract.

Article 5. New contract

1. If the parties agree to change the practical training contract, a new contract is drawn up.
2. If the student has not completed the practical training within the specified period, parties may agree to conclude a new practical training contract.

Article 6. Duration and termination of the contract

1. This contract enters into force upon signature and is valid for the duration of the practical training as stated on the training programme.
2. The contract terminates:
 - a. when the agreed period as stated on the training programme comes to an end;
 - b. when the education agreement has terminated;
 - c. in the event that the student switches to a different training course during the practical training;
 - d. in the event that the employment agreement, on a day-release basis,

- e. between the student and the practical training organisation is broken or terminated;
- e. in the event that termination or loss of legal personality of the practical training organisation occurs;
- f. in the event that the agreement is unilaterally terminated, as stated in Article 20 of these general terms and conditions;
- g. in the event that the practical training organisation stops practicing the profession referred to in the practical training contract or the said company;
- h. by mutual agreement;
- i. upon the decease of the student.

3. The party that prematurely terminates the practical training contract notifies the other parties thereof in writing.

Section 2. Provisions on practical training

Article 7. Obligation to use best endeavours

1. Nova College is responsible for an organisation of teaching and examination such that the student is able to meet the qualification requirements of the training course within the prescribed period. This encompasses a good balance between theory and practice, wherein sufficient attention is paid to the preparation and supervision of the practical training.
2. The student endeavours to perform to the best of his or her abilities, with a view to successfully completing the practical training.
3. The endeavours of Nova College, the student and the practical training organisation with regard to the practical training are in accordance with the objectives of the PT protocol provided.

Article 8. Nova College duty of care

1. The practical training from Nova College is provided under the supervision and responsibility of qualified staff.
2. Nova College supervises the student in finding a suitable practical training position.
3. During the preparation, progress and assessment, Nova College has regular consultation with the practical training organisation.
4. Nova College ensures clear communication towards the students, practical training organisation, parents and/or legal representatives regarding the practical training.

Article 9. Supervision

1. The PT supervisor of Nova College supervises the student before and during the practical training period.
2. The practical training organisation appoints a workplace trainer who is responsible for the practical training of the student at the organisation.
3. The workplace trainer has regular contact with the student about the progress and course of the practical training.

Article 10. Appropriate education

1. In the context of appropriate education, Nova College endeavours to find a practical training position that offers supplementary facilities and specific supervision during the practical training.
2. In the appendix to the education agreement agreements are laid down about additional supervision. Arrangements about extra support, which are made with the student, are discussed prior to the practical training, during the placement interview.
3. Annually, the contents of the appendix are assessed to determine whether they are still applicable and whether any amendments are needed.

Article 11 Contents and structure

1. The practical training of the student comes under the education and training objectives (ETO) of the training course and thus under the responsibility of Nova College.

- The ETO of the training course is the basis of the practical training and is laid down in the associated Education and Examination Regulations (EES). The EES forms part of the EGL and may be consulted on Nova Portal.
- The EES/EGL or the PT Manual describe what is done during the practical training.
- The WEB and more specifically the EES/EGL describe how many hours of practical training the student should perform. Students who follow a day-release training course, must attend at least 610 hours of professional practical training per academic year. This is laid down for vocational training in the ETO.

Article 12. Internationalisation

- The parties who sign this contract, declare to one another that they will abide by the provisions of the I-PT Manual in respect of practical training abroad.
- By signing, the student who performs practical training abroad, declares to have taken note of the I-PT Manual.
- Should the student commit or have committed a punishable offence abroad during or outside the practical training, in respect of which reasonable suspicion of guilt exists, the resulting damages will be borne by the student or in the case of a minority, by the parents and/or legal representatives. Nova College is indemnified against any form of associated damage and/or liability.
- In accordance with paragraph 3, the student or in the case of a minor, the parents and/or legal representatives, through termination of present contract, must reimburse the ensuing damages to Nova College and/or the practical training organisation after having being requested to do so in writing.
- The I-PT Manual can be found on Nova Portal.

Article 13. PT hours

- The practical training organisation makes the schedule of the practical training known to the student in good time, i.e. well before the practical training period, indicating the PT hours together with changes thereto.
- The student keeps a timesheet, which is approved by the practical training organisation.
- Barring exceptions, in all cases the application of this contract is limited to the performance of the PT hours as referred to in paragraph 1.
- Should the student carry out activities for the practical training organisation outside the set PT hours, the rules in Book 7, Section 10 of the Dutch Civil Code between the student and the practical training organisation come into effect.

Article 14. Sickness and absence

- The rules of the practical training organisation for sickness and absence of its personnel also apply to the student pursuing practical training at the organisation.
- During the practical training period the practical training organisation gives the student the opportunity to participate in tests and exams of Nova College and, in the case of membership of the student council, the opportunity to participate in meetings of this council.
- The student reports sickness and absence during practical training to Nova College and the practical training organisation. Non-reporting to Nova College is only justified if the conditions that prevent such are attributable to Nova College.
- The rules relating to sickness and absence of the practical training organisation with regard to the practical training are additional to the rules relating to sickness and presence in the educational agreement between the student and Nova College.

Article 15. Assessment

- The final responsibility for the assessment of education and examination activities in the context of practical training lies with Nova College.
- Nova College sets the education and examination activities in which the

student participates for his/her practical training. These activities are listed in the ETO and where applicable in the PT Manual.

- Concluding the practical training with a satisfactory assessment is a requirement for gaining the diploma. The manner of assessment of the training course is described in the EES/EGL.
- The practical training organisation is prepared to allow the assessment of the practical training in the practical training position.
- The procedure relating to the assessment and manner of examination during the practical training is described in the EES/EGL of the training course.
- The assessment and the examination during the practical training is carried out by the persons referred to in the examination instrument.
- The opinion of the practical training organisation is taken into consideration in both the assessment and the examinations of the practical training.

Section 3. Rules of conduct and consequences

Article 16. Confidentiality

- By signing the practical training contract the student is required to maintain confidentiality in relation to that which the practical training organisation confidentially entrusts to him or her.
- The duty of confidentiality also extends to everything that the student learns and regarding which he or she should reasonably understand to be of a confidential nature.

Article 17. Order and safety

- From the education agreement it follows that the student is aware of the Participant's Statute and adheres during the practical training period to the rules, regulations and instructions laid down therein.
- Pursuant to the Dutch Working Conditions Act (Arbeidsomstandighedenwet), the practical training organisation takes measures aimed at protecting the physical and mental safety of the student

Article 18. Problems and conflict

- In the event of problems and conflicts during the practical training, the student may turn to the PT supervisor or the workplace trainer in the first instance. The aim is to arrive at a solution together.
- If the problem or conflict is not resolved satisfactorily and the practical training contract is incorrectly or carelessly applied, the student can follow the complaints route referred to in Nova College complaints procedure.

Article 19. Infringement of physical and mental integrity

- The student is entitled to stop the activities at the practical training organisation as soon as his or her physical and/or mental integrity is infringed as a result of sexual intimidation, discrimination, aggression and/or violence.
- The student directly notifies the walkout to the PT supervisor and the workplace trainer. If this is not possible, then the student notifies the walkout to the confidential advisor of the practical training organisation or the confidential advisor of Nova College.
- Details of the confidential advisors of Nova College can be found on Nova Portal.

Article 20. Contract termination

- The practical training contract may be unilaterally terminated by one of the parties:
 - if the student commits a punishable offence during the practical training or has committed such, regarding which a reasonable suspicion of guilt arises or has arisen;
 - if the student participates in the practical training under the influence of alcohol, drugs and/or substances appearing on List I or List II of the Dutch Opium Act (Opiumwet) or if the student is in possession of prohibited weapons;

- c. if the student does not comply with the established rules of conduct of the practical training organisation;
 - d. if the student does not comply with the statutorily established safety instructions or those of the practical training organisation;
 - e. if the student does not reasonably follow specific instructions from the practical training organisation for the practical training;
 - f. if the student is guilty of sexual harassment during practical training and/or does not comply with generally accepted social norms;
 - g. if the student repeatedly and without good reason fails to appear or does not appear on time at the designated and communicated times and locations for the practical training;
 - h. if the student acts in such a way that it can no longer be reasonably asked of the practical training organisation or Nova College to uphold the practical training contract;
 - i. if one of the parties finds the termination of this contract necessary for compelling circumstances and it cannot be reasonably expected for the contract to be allowed to continue;
 - j. if one of the parties fails to fulfil the obligations imposed by law or the practical training contract.
2. The party that wishes to make use of the right of rescission pursuant to the circumstances in paragraph 1 may invoke this within three months of the reason for the termination becoming known. This party must make the termination known to the parties to the contract by registered letter.

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Section 4. Legal protection and information

Article 21. Complaints procedure

1. Following the complaints route, the student can apply to the study career's guidance counsellor. If they cannot resolve the issue together, the student may turn to the training course manager. If they cannot resolve this together, the student may turn to the director.
2. If the complaint is not satisfactorily resolved, the student is entitled to submit a complaint pursuant to the internal complaints procedure of Nova College. The complaints procedure can be found on Nova Portal.
3. Likewise, the practical training organisation is entitled to submit a complaint pursuant to the internal complaints procedure of Nova College.

Article 22. Providing information

1. By signing the practical training contract the practical training organisation declares that – for the implementation of this contract – it has no objection to providing information to Nova College whenever this is necessary.
2. By signing the practical training contract the student declares that Nova College has permission to provide the practical training organisation with information about him or her relating to: start and end date of the training course, practical training, progress and attendance and as to whether the diploma has or has not been obtained.
3. Nova College gives the student the opportunity to make a written objection within two weeks to the provision of information as referred to in paragraph 2.

Section 5. Supplementary regulations

Article 23. Applicable regulations

1. In addition to the provisions in this contract, the following regulations apply:
 - Participants Statute
 - Complaints procedure
 - PT Manual
 - I-PT Manual
 - EES/EGL associated with the training course (see training programme)
 - Privacy regulations
2. The documents referred to in paragraph 1 may be consulted on Nova Portal.

Article 24. Concluding provision

1. In cases for which this contract does not provide, the management of the practical training organisation and the unit director involved of Nova College decide, after consultations with the student.