

# The practical training agreement

The practical occupational training, also known as the traineeship if you are a student following the school-based vocational learning pathway (beroepsopleidende leerweg, BOL) or the work placement if you follow the work-based vocational learning pathway (beroepsbegeleidende leerweg, BBL), is an important part of your study programme and your professional and personal development: you start learning in practice. Prior to the start of the practical occupational training each and every student of Nova College needs to conclude a practical training agreement (hereinafter referred to as: the 'PT Agreement'). The PT Agreement is also known as the practical training agreement or the work placement agreement. The PT Agreement contains the rights and obligations of the student, Nova College, and the company or the organisation that organises the practical occupational training. This way it is exactly clear what you can expect of each other. For that reason, please read the PT Agreement carefully. If you need assistance to better understand this agreement or parts of it then you can call upon your study adviser.

## Part 2: General Terms and Conditions

### Chapter 1. General provisions

#### Article 1. Definitions

In these general terms and conditions, a number of definitions are used. The meaning of the definitions is clarified below. The definitions mentioned are capitalised in these general terms and conditions.

1. *General Data Protection Regulation (GDPR)*: the most important rules for the handling of personal data are laid down in the GDPR.
2. *Practical Occupational Training (PT)*: the part of the vocational training during which students work and learn in practice, at a work placement company recognised by SBB. In this respect we make a distinction between traineeships (BOL) and apprenticeships (BBL). A successfully completed PT is a statutory requirement for certification.
3. *Practical Training Agreement (PT Agreement)*: the agreement between Nova College, the Student and the Work Placement Company that organises the practical occupational training. This agreement sets out the rights and obligations applicable to the practical programme.
4. *Competent Authority*: the natural persons who, according to the WEB, have the duty and the right to administer the educational institution. At Nova College that is the Executive Board.
5. *PT Supervisor*: the person who arranges the supervision of the PT from Nova College. This person is responsible for the progress of the PT and the communication with the Work Placement Company.
6. *PT Protocol*: the PT Protocol contains arrangements between the Dutch Ministry of Education, Culture and Science, the employers' organisations, the Netherlands Association of Senior Secondary Vocational Schools, and SBB for a high-quality PT. All those who are involved in the PT must comply with it.
7. *Examination Regulations*: these regulations contain the general rules regarding examination and certification. The Examination Regulations are applicable to each and every student or external candidate of a practical training of Nova College. In addition, a supplement in the Education Guidelines (EG), the digital Education and Examination Regulations, which forms one whole with the Examination Regulations, was made for every study programme or group of study programmes.
8. *I-PT Manual*: a document that outlines the general parameters that are applicable to international PT at Nova College.
9. *Optional Component*: from 1 August 2016 a component of the practical training, alongside the qualification. An Optional Component can be more in-depth or more broadly or aimed at a transfer to follow-up training. Only in case of entrance training can an Optional Component also be remedial.
10. *Complaints Regulations*: regulations for the handling of complaints about general school matters or undesirable behaviour, such as sexual intimidation, aggression and violence, harassment and discriminatory behaviour, or about appropriate education.
11. *Work Placement Company*: the organisation / institution that organises the PT for the Student and that was recognised by SBB.
12. *Nova Portal*: the intranet of Nova College on which schemes, timetables and other documents about the education are posted. The internet address is: <https://novaportal.nl>.
13. *Education and Examination Regulations (EER)*: Education and Examination Regulations are adopted for each and every Study Programme or group of study programmes. These regulations outline, among other things, the content and the organisation of both the education and the examination of the relevant Study Programme(s). At Nova College this information has been included in the EG. Hence, the EER are also part of the EG.
14. *Education Guidelines (EG)*: digital instrument that contains all required information for a Student regarding the Study Programme and the relevant examination. The EG contains information about the core tasks and work processes that are relevant during the PT.
15. *Study Programme*: the term study programme refers to the study programme as indicated on the Practical Sheet.
16. *Practical Sheet*: part of the PT Agreement, which contains specific information about the PT of an individual Student.
17. *Practical Supervisor*: the person who provides for the supervision of the PT at the Work Placement Company.
18. *Privacy Regulations*: these regulations contain the rules regarding the processing of personal data of, among other things, the Student and the examinees who are enrolled with Nova College. With these regulations Nova College ensures that the processing of personal data takes place in accordance with the GDPR, the Dutch General Data Protection Regulation (Implementation) Act, and other codes of conduct and regulations.
19. *Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB)*: SBB is responsible for, among other things, the recognition and supervision of the Work Placement Companies.
20. *Student*: a participant, as intended in the Dutch Adult and Vocational Education Act, which also includes the parents and/or legal representatives in case of minority.
21. *Students' Charter*: a document about the rights and obligations of the Student, which was adopted by the Competent Authority.
22. *WEB*: the Dutch Adult and Vocational Education Act.

## Article 2. Nature of the agreement

1. The general conditions (part 2), together with the Practical Sheet (part 1), form the PT Agreement as intended in Section 7.2.8 of the WEB. The Practical Sheet contains specific information about the PT that the Student shall follow. The general conditions contain the general rights and obligations of Nova College, the Student and the Work Placement Company.
2. Irrespective of reaching the age of majority, the arrangements in this agreement remain applicable to the Student in full.
3. Arrangements between the Work Placement Company and the Student that derive from an employment relationship fall outside the scope of this agreement, with the understanding that Nova College is not a party.

## Article 3 Further arrangements with the Student

1. The Work Placement Company can agree on financial arrangements with the Student. For example, about a work placement allowance or a commuting allowance. Nova College is not a party to making arrangements on such allowances.
2. If so required, Nova College, the Student and the Work Placement Company can, for instance on account of specific industry related legislation and regulations, agree on further individual arrangements in the context of the PT. These arrangements can be related, among other things, to the learning objectives, the supervision or the assessment of the Student. These further arrangements shall be established in writing in an addendum to and shall be part of the PT Agreement.
3. Arrangements about a non-competition clause are not in the interest of the learning process of the Student and it is, therefore, not allowed to include them in (the addenda to) the PT Agreement.
4. In case of discrepancies between the provisions set forth in these general conditions and the provisions set forth in the addendum or other agreements concluded in the context of the PT, the provisions set forth in this PT Agreement shall prevail, unless the parties expressly stipulate otherwise in writing.

## Article 4. Interim changes

1. The PT Agreement and, more in particular, the PT details as included in the Practical Sheet, can be changed or supplemented during the PT period with written or oral consent of the parties.
2. If the change of the PT details originates from a change of the training pathway of the Student then this must be preceded by a request of the Student for a change in the training pathway as well as an adjustment of the education agreement.
3. The PT details regarding the Study Programme in the context of which the PT is followed can only be changed at the request of the Student. The said request can be preceded by consultations with, or recommendations of, Nova College or the Work Placement Company.
4. The PT details regarding the start and scheduled end date, duration and scope of the PT can also be changed at the request of the Work Placement Company. This kind of request shall only be honoured by Nova College after consultation with and with consent of the Student.
5. In case of an interim change in the PT details, the Practical Sheet is replaced during the course of the PT by a new PT Sheet.
6. Nova College forthwith sends the new Practical Sheet in writing (in hard copy or digitally) to the Student and the Work Placement Company.
7. Within a period of 10 working days after despatch of the new Practical Sheet, the Student and the Work Placement Company are given the opportunity to communicate to Nova College in writing that the details of the new Practical Sheet are not correct.
8. If the Student or the Work Placement Company indicates that the adjusted PT details are not mentioned correctly (in accordance with the request or the consent of the non-requesting party) then Nova College shall proceed with correction of the relevant PT details.
9. If the Student or the Work Placement Company lodges an objection that is directed against the adjustment of the PT details without being based on a prior request or consent then Nova College shall proceed with cancellation of the new Practical Sheet. As the occasion arises, the Student shall continue following the PT at the Work Placement Company as mentioned on the original Practical Sheet until consent of both parties is yet obtained.

10. If the Student and/or the Work Placement Company do not react within the time limit as intended in article 4.7 then the new Practical Sheet shall replace the previous Practical Sheet and thus becomes an inextricable part of the PT Agreement.

## Article 5. Term and termination of the agreement

1. This PT Agreement takes effect after signature of the first Practical Sheet and is concluded for the duration of the PT as mentioned on the Practical Sheet.
2. The PT Agreement comes to an end by operation of law:
  - a. at the moment that the Student completed the stipulated number of hours and concluded the PT with a positive assessment or, in case of an Optional Component, if the Student completed the stipulated number of hours and completed the PT;
  - b. if the stipulated period as mentioned on the Practical Sheet has come to an end;
  - c. when the education agreement has come to an end;
  - d. if the recognition of the Work Placement Company as intended in Section 7.2.10 of the WEB has expired or was revoked;
  - e. if dissolution or loss of legal personality of the Work Placement Company occurs;
  - f. if the Work Placement Company ceases the operation of the profession or the business as intended in the PT Agreement;
  - g. upon demise of the Student.

Termination by operation of law shall be confirmed in writing by Nova College to the Student and the Work Placement Company. In the event of the demise of the Student, the surviving relatives should inform Nova College and the Work Placement Company accordingly.

3. The PT Agreement can be terminated in joint consultation between Nova College, the Student and the Work Placement Company by mutual consent.
4. The PT Agreement can be terminated unilaterally (out of court) by one of the parties:
  - a. if the Student commits or committed a criminal offence during the PT or if a reasonable suspicion of guilt in connection therewith arises or has arisen;
  - b. if the Student participates in the PT under the influence of alcohol, narcotics and/or substances included on List I or II pertaining to the Dutch Opium Act or if the Student is in possession of illegal weapons;
  - c. if the Student does not observe the applicable rules, regulations and instructions of the Work Placement Company. For example, the adopted rules of conduct and the health and safety regulations;
  - d. if the Student does not reasonably follow specific instructions of the Work Placement Company for the PT;
  - e. if during the PT the Student is guilty of sexual intimidation and/or does not observe the generally accepted good manners;
  - f. if the Student does, repeatedly and without a valid reason, not appear, or not in a timely fashion, at the indicated and communicated locations and times for the PT;
  - g. if the Student misbehaves to such degree that it can reasonably no longer be required of the Work Placement Company or Nova College that the PT Agreement is maintained;
  - h. if one of the parties deems termination of this agreement to be required on account of compelling circumstances and it can reasonably not be expected to have the agreement continue;
  - i. if one of the parties does not comply with the imposed statutory obligations or the obligations imposed pursuant to the PT Agreement;
  - j. if there is question of circumstances as intended in Article 18 paragraph 3 under a and b;
  - k. if internal changes take place at the Work Placement Company that are of such far-reaching nature that the Student can no longer continue the PT;
  - l. if the employment agreement, in case of a work-based vocational learning pathway, between the Student and the Work Placement Company is terminated.

5. The party who intends to rely on the right to rescind in pursuance of paragraph 4 can rely on this within three months after the reason for the termination has become known. The termination by one of the parties takes place in writing to the other parties with reference to the reasons for the termination.

## Article 6. Alternative practical training position

1. If the PT Agreement is terminated on account of the fact that the Work Placement Company does not comply with its obligations (the practical training position is not available or not in its entirety, the supervision fails or is absent, the work placement company does no longer dispose of a favourable assessment as intended in Section 7.2.10 of the WEB or if there

is question of other circumstances that imply that the PT can no longer take place properly) then Nova College shall stimulate, after consultation with SBB, that a satisfactory alternative facility is made available to the student as soon as possible.

5. Nova College communicates the timetable in a timely fashion in order that the Student and the Work Placement Company can take it into account.

## **Chapter 2. Provisions regarding the content of the PT**

### **Article 7. Content and organisation**

1. The PT is part of each and every vocational training as intended in the WEB. The PT takes place at a work placement company recognised by SBB on the basis of a PT Agreement. Arrangements regarding the PT are established in the PT Agreement in order that the Student is enabled to gain the knowledge and experience required for the qualification / Optional Component. The activities that are performed by the Student in the context of the PT Agreement have a learning function.
2. The efforts of Nova College, the Student and the Work Placement Company with regard to the PT are made in accordance with the objectives of the PT Protocol. Guiding principle of the PT are the educational and vocational objectives as outlined in the EG of the Training. It must be clear to the Work Placement Company what part of the qualification the Student should attain during their PT. It is outlined in the EG and in the PT information guide what is done during the PT. The law, and more specifically the EG, indicates how many PT hours the Student needs to follow. The Student who follows a vocational training should follow at least 610 hours of PT per school year. In case of the school-based vocational pathway this is determined in the EG.
3. Optional Components form an inextricable part of the Study Programme. Following Optional Components and concluding them with an examination is a mandatory part of the Study Programme. At the start of or during the Study Programme, the Student selects their Optional Components. This is established in the education agreement. The Student can opt for an Optional Component that is met during the PT. As the occasion arises, it is recorded on the PT Sheet, which forms an inextricable part of this PT Agreement. Multiple Optional Components can be followed at one Work Placement Company, whether or not in addition to the pending PT Agreement.

### **Article 8. (Best efforts) obligation of the Work Placement Company**

1. The Work Placement Company enables the Student to attain the stipulated learning objectives and to thus complete the PT. The Work Placement Company provides for sufficient day-to-day supervision and Training of the Student at the workplace.
2. The Work Placement Company designates a Practical Supervisor who is encumbered with the supervision of the Student during the PT. At the start of the PT, the student is aware who their Practical Supervisor is. The details of the Practical Supervisor can be found on the Practical Sheet.

### **Article 9. (Best efforts) obligation of the Student**

1. The Student shall make the best effort possible to successfully conclude their learning objectives within the stipulated period. This is before or at the latest on the scheduled end date, included in the PT Sheet. In particular, the Student is held to actually follow the PT, and to be present on the days and hours stipulated with the Work Placement Company, unless this cannot be expected of them on account of compelling reasons.

### **Article 10. (Best efforts) obligation of Nova College**

1. Nova College supervises the Student in finding an appropriate PT place.
2. In the context of appropriate education, Nova College shall make an effort to find a PT place that provides for additional facilities and specific supervision during the PT. In the schedule to the education agreement arrangements were established regarding additional supervision. Arrangements about additional supervision, which were stipulated with the Student, are discussed during the placement interview, prior to the PT. It is reviewed annually whether the content of the schedule is still applicable and whether potential adjustments are required.
3. Nova College provides for sufficient supervision by the PT Supervisor. At the start of the PT the Student is aware who their supervisor is. The details of the PT Supervisor can be found on the Practical Sheet.
4. The PT Supervisor follows the progress of the PT by maintaining regular contact with the Student and with the Practical Supervisor, and monitors the progress and the harmonisation of the learning objectives of the Student with the learning opportunities within the Work Placement Company.

### **Article 11. PT hours**

1. The Work Placement Company communicates the planning of the PT with reference to the PT hours as well as relevant changes to the Student in a timely fashion, i.e. well before the start of the practical period.
2. The Student keeps hourly time sheets, which are approved by the Work Placement Company.
3. Barring exceptions, the application of this agreement shall in all instances be limited to the performance of the PT hours as intended in paragraph 1.
4. If the Student performs activities for the Work Placement Company beyond the scope of the imposed PT hours then the rules of Book 7, Chapter 10, of the Dutch Civil Code are applicable between the Student and the Work Placement Company.

### **Article 12. Assessment**

1. The ultimate responsibility for the assessment of the education and examination activities in the context of the BT shall lie with Nova College.
2. Nova College establishes the education and examination activities in which the Student must participate for their PT. These activities are outlined in the EG and the information guide for students.
3. Concluding the PT with a satisfactory assessment is a requirement for the diploma. The Study Programme describes in the EG how the assessment takes place.
4. The Work Placement Company declares to be willing to facilitate assessment of the PT by a functionary of Nova College at the Work Placement Company.
5. The EG of the Study Programme outlines the assessment procedure and the manner of examination during the PT.
6. The examination assessment during the PT is carried out by persons mentioned in the examination instrument.
7. The opinion of the Work Placement Company is taken into consideration during both the assessment of the PT, as well as the examination of the PT.

## **Chapter 3. Rules (of conduct) and consequences**

### **Article 13. Sickness and absence**

1. The Student reports sickness and absence to Nova College and the Work Placement Company in advance.
2. In case of sickness and absence during the PT, the rules as applied by the Work Placement Company shall apply to the Student as well as the rules stipulated by the Student and Nova College in the education agreement.
3. During the PT the Student is given the opportunity by the Work Placement Company to participate in education that is offered by the institution according to the applicable timetable as well as in tests or examinations. The Student is also given the opportunity to, in case of membership of the Student Council, participate in meetings of this council.

### **Article 14. Confidentiality**

1. The Student is obliged to maintain secrecy about everything with regard to that which the Work Placement Company entrusts to them on a confidential basis.
2. The confidentiality obligation also extends to everything that the Student took note of and of which they should reasonably understand that it is of a confidential nature.

### **Article 15. Rules of conduct, safety and liability**

1. The Student is obliged to comply with the imposed rules, regulations and instructions pursuant to the Students' Charter. The Student is also held to follow the rules, instructions and guidelines in the interest of order, health and safety applicable at the Work Placement Company. The Work Placement Company shall inform the Student of these rules in a timely fashion.

2. In accordance with the Dutch Working Conditions Act, the Work Placement Company takes measures that are aimed at the protection of the physical, psychological and social safety of the Student.
3. In pursuance of Section 658(4) of Book 7 of the Dutch Civil Code, the Work Placement Company shall be liable for damages that are incurred by the Student during or in connection with the PT, unless the Work Placement Company demonstrates that it complied with the obligation as intended in Section 658(1) of Book 7 of the Dutch Civil Code or that the damages were, to an important degree, the result of intent or intentional recklessness on the part of the Student.
4. The Work Placement Company shall be liable for the damages that the Student inflicts on (assets of) the Work Placement Company or on (the assets of) third parties during the performance of their activities during or in connection with the PT, unless there is question of intent or intentional recklessness on the part of the Student.
5. The Work Placement Company is obliged, for the benefit of the situations as intended in paragraphs 3 and 4 of this article, to have insurance with cover for the risks of joint and several liability to third parties.
6. Nova College shall be indemnified against damages that are inflicted on the Student, the Work Placement Company or third parties during the performance of the PT.

#### **Article 16. Problems and conflicts during the PT**

1. In the event of problems and conflicts during the PT, the Student shall initially address the Practical Supervisor and/or the PT Supervisor. They shall try to reach a solution together with the Student. At the same time the Student shall, if so required, equally be entitled to address the confidential adviser of the Work Placement Company or Nova College.
2. If the Student is of the opinion that the problem or the conflict is not solved satisfactorily and/or the cause of the problem or the conflict is that the Work Placement Company does not comply with the arrangements set forth in this agreement, or insufficiently, then the Student can discuss the options in consultation with the PT Supervisor.
3. If the parties cannot reach a mutual solution, the Student can follow the complaints procedure as included in the Complaints Regulations of Nova College. The Work Placement Company is also entitled to submit a complaint on the basis of the Complaints Regulations of Nova College.
4. The Work Placement Company shall take measures that are aimed at the prevention of forms of sexual intimidation, discrimination, aggression or violence. In the event of sexual intimidation, discrimination, aggression and/or violence the Student shall be entitled to interrupt the activities with immediate effect without this being a reason for a negative assessment. The Student must immediately report the interruption of the work to the Practical Supervisor and/or the PT Supervisor. If this is not possible then the Student reports the interruption of the work to the confidential counsellor of the Work Placement Company or of Nova College.

## **Chapter 4. Privacy and additional regulations**

#### **Article 17. Data exchange and privacy**

1. The Student is entitled to insight into their personal Student File and, more in particular, into the PT details processed by Nova College.
2. In the case of the exchange of data about the Student, Nova College and the Work Placement Company shall observe the GDPR. This implies, among other things, that they must handle the personal data of the Student carefully and that it must be transparent about the same in respect of the Student.
3. The exchange of data about the Student must be necessary for the implementation of the PT Agreement. In addition, any provision of personal data must comply with the requirements of:
  - a. Subsidiarity: the objective for which the personal data are processed can reasonably not be realised in a different manner, less detrimental to the Student;
  - b. Proportionality: the infringement of the interests of the Student cannot be disproportionately large compared to the objective served by the processing;
  - c. Data minimisation: Nova College shall not provide data for longer than necessary and shall also not provide any more data than is necessary.
4. The Privacy Regulations of Nova College contain all the rules about the

processing of personal data (including the sharing of information with third parties).

#### **Article 18. Internationalisation**

1. The parties involved who sign this agreement declare in respect of each other that they, in case of a PT abroad, shall comply with the rules set forth in the I-PT Manual.
2. The Student who shall follow the PT abroad declares through signature of this agreement to have taken note of the I-PT Manual.
3. In the following circumstances the expenses, in case of rescission of the PT abroad, shall be at the expense of the Student, or in case of minority at the expense of the parents and/or legal representatives, if it is an imputable fact that the Student abroad:
  - a. commits /committed a criminal offence or a reasonable suspicion of guilt exists in connection therewith;
  - b. exhibits misbehaviour that is detrimental to their professional attitude and/or generally accepted standards of interacting with others.
4. Nova College shall be indemnified against each and every form of damages and/or liability that is related to the circumstances as intended in paragraph 3 of this article.
5. Upon application of paragraph 3 of this article and paragraph 4 and paragraph 5, the Student or in case of minority the parents and/or legal representatives shall compensate Nova College and/or the Work Placement Company for the damages that derive from termination of this agreement on account of the behaviour of the Student, after having requested this in writing.

#### **Article 19. Final provisions**

1. In instances not foreseen by this agreement, the board of the Work Placement Company and the relevant officer of Nova College shall decide, after having consulted with the Student.
2. Dutch law is exclusively applicable to this agreement and any and all disputes as a result of this agreement or termination of the same shall be submitted to the competent court in Haarlem.
3. In addition to the provisions set forth in this agreement and, to the extent that they are not in violation of this agreement, other regulations are also applicable to this PT Agreement, as they read on the date of signature of the PT Agreement. This does in any case include, but is not limited to:
  - I-PT Manual;
  - Complaints Regulations;
  - EG (including the EER);
  - Privacy Regulations;
  - Students' Charter.
4. These documents are available digitally and are posted on the Nova Portal. These documents can be sent to the Work Placement Company on request.
5. Nova College reserves the right to amend the applicable regulations (also including these general conditions) in the interim as a result of, for instance, mandatory amendments in legislation and regulations and the specific elaboration of the same in the administrative handling. If so required then the consent of the Student Council shall be requested. Each amendment will be published on the Nova Portal.

Consent SC: 10 March 2021

Adopted on: 15 March 2021