

## **General Conditions Apprenticeship agreement ROC TOP 2020-2021**

These provisions of the Apprenticeship agreement form part of the Cover page from the Apprenticeship agreement of ROC TOP.

### **1. Preconditions**

1.1 The student council of ROC TOP has agreed with the model apprenticeship agreement of ROC TOP and the corresponding general conditions.

1.2 This agreement shall be concluded between the student, the educational institute and the training company, also to be referred to hereafter as “parties” and shall be supervised by the institute.

1.3 The student is registered with the institute pursuant to an education agreement.

1.4 Only Dutch law shall apply to this apprenticeship agreement.

1.5 The company or the organization which is responsible for the work-based learning, the training company, disposes of a positive assessment from the Education Business Alliance (Samenwerking Beroepsonderwijs Bedrijfsleven, SBB) on the date of signature of the apprenticeship agreement as regards the qualification for which the student is registered pursuant to article 7.2.10 of the Dutch Act on Education and Vocational Training (Wet Educatie en Beroepsonderwijs, WEB).<sup>1</sup>

### **2. Nature of the agreement**

2.1 The General Conditions along with the Cover Page Work-based learning both form the apprenticeship agreement pursuant to article 7.2.8 of the WEB.

2.2 This agreement entails the general rights and obligations of the parties. Agreements which specifically relate to the work-based learning programme to be carried out by the student, are laid down in the Cover Page Work-based learning. The Cover Page Work-based learning is an integral part of this agreement. Each passage which contains ‘Work-based learning’ shall refer to the Work-based learning programme as laid down in the Cover Page Work-based learning.

### **3. Interim changes**

3.1 The apprenticeship agreement and more in particular, the data with regard to work-based learning as laid down in the Cover Page Work-based learning, may be modified or complemented during the work-based learning period by oral or written agreement between parties.

3.2 If the modification of the Work-based learning data follows from a change in the educational programme of the student, then the student shall submit a request for modification of the educational programme and an amendment of the education agreement beforehand.

3.3 The Work-based learning data of the educational programme as regards which the student carries out the Work-based learning period, can only be modified on the request of the student. This request may be preceded by a consultation or advice from the education institute or the training company.

3.4 The Work-based learning data as regards the starting date and scheduled final date, the duration and the scope of the agreement can also be modified on the request of the training company. Such a request shall only be honored by the educational institute after consultation with and agreement from the student.

3.5 In case of an interim change of the Work-based learning data, then the Cover Page Work-based learning shall be replaced by a new Cover Page Work-based learning during the work-based learning period.

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<sup>1</sup> If the work-based learning is only followed as part of an elective course, then it is of importance that the company or organization which is responsible for the work-based learning disposes of a positive assessment from the Education Business Alliance (Samenwerking Beroepsonderwijs Bedrijfsleven, SBB).

3.6 The institute shall send the new Cover Page Work-based learning to the student (and in case the student is a minor also to his/ her parent(s) or legal representative(s)<sup>2</sup>) and the training company without any delay in writing (in hard copy or digital file).

3.7 The student and the training company shall have the opportunity to send an oral or written response to the institution within 10 working days after the submission of the new Cover Page Work-based learning to indicate whether or not the contents of the new Work-based learning is correct.

3.8 If the student or the training company indicates that the amended Work-based learning data are incorrectly laid down (in accordance with the request or agreement from the non-requesting party), then the institute shall initiate the rectification of the corresponding Work-based learning data.

3.9 If the student or the training company submits an objection with the aim to notify that the data have been amended without a request or an agreement, then the institute shall cancel the new Cover Page Work-based learning. In this situation, the student will continue to carry out the Work-based learning programme as laid down in the original Cover Page Work-based learning until both parties eventually agree otherwise.

3.10 If the student and/ or the training company do not respond within the term as laid down in article 3.7, then the new Cover Page Work-based learning shall replace the previous Cover Page Work-based learning and shall form part of the apprenticeship agreement in this respect.

#### **4. Contents and composition**

4.1 Work-based learning forms part of each vocational training programme pursuant to the Dutch Act on Education and Vocational Training (Wet Educatie en Beroepsonderwijs, WEB). The work-based learning is carried out at an accredited training company by the Education Business Alliance (Samenwerking Beroepsonderwijs Bedrijfsleven, SBB) as laid down in an apprenticeship agreement. The apprenticeship agreement shall include agreements as regards the work-based learning in order to enable the student to gather knowledge and experience for the qualification/ elective. The activities which are carried out by the student pursuant to the apprenticeship agreement, serve as a learning function for the student.

4.2 The applicable educational goals and learning objectives as laid down in the Teaching and Examination Regulations (Onderwijs- en examenregeling, OER) of the educational programme shall be the starting point for the work-based learning programme. A substantive plan for the work-based learning programme shall form the basis for work-based learning which is laid down in the Teaching and Examination Regulations, or these Regulations refer to these goals and objectives. It shall be clear to the training company which part of the qualification shall be concluded by the student during his apprenticeship. The Teaching and Examination Regulations are available for consultation at the respective location and can be viewed online at the student portal of ROC TOP (<http://student.roctop.nl/>) under 'Informatie over Examen's'

4.3 The electives form an integral part of the educational programme based on the revised qualification files. The completion of electives and the conclusion with an exam is a compulsory part of the programme. The student chooses the electives at the beginning or during the educational programme. This shall be laid down in the education agreement. The student may choose an elective that is carried out during the work-based learning period. In that case, this shall be registered on the Cover Page Work-based learning which forms an integral part of this apprenticeship agreement. Several electives may be completed with one training company, whether or not as an addition to the applicable apprenticeship agreement.

#### **5. (Effort) commitment of the training company**

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<sup>2</sup> *If it has been concluded in the education agreement that the parents agree to the fact that they do not sign the apprenticeship agreement as well, then the educational institute does not have to involve the parents in the procedure with regard to modifications via the cover page work-based learning.*

5.1 The training company enables the student to complete the learning objectives as agreed upon in order to finish his work-based learning period. The training company shall provide for adequate daily guidance and training for the student at work in the company.

5.2 The training company assigns a work placement trainer who is entrusted with the guidance of the students during the work-based learning period. The student has been informed about the work placement trainer at the beginning of the work-based learning period.

5.3 The training company herewith declares that it will enable the assessment of the work-based learning period by an employee of the institute at the training company.

5.4 The training company will enable the student to participate in classes during the work-based learning period which are given by the institute pursuant to the applicable course schedule, as well as assessments or examinations.

## **6. (Effort) commitment by the educational institute**

6.1 The institute guarantees adequate guidance by the tutor who is entrusted with the work-based learning period. The student has been informed about the tutor at the beginning of the work-based learning period.

6.2 The tutor who is entrusted with the work-based learning period from the institute supervises the progression of the work-based learning period by maintaining regular contact with the student and with the company trainer of the training company, and he supervises the progression and the alignment of the learning objectives of the student with the learning opportunities at the training company.

6.3 The educational institute shall promptly publish the time schedule so that the student and the training company will be able to take this into account.

6.4 The educational institute bears the final responsibility as regards the assessment of the student whether he has passed those parts of the qualification which he completed during the work-based learning period. The procedure as regards the assessment and the method of assessment of the work-based learning period are laid down in the Teaching and Examination Regulations (Onderwijs- en examenregeling OER) of the programme.

6.5 The educational institute considers the judgment of the training company as part of the assessment of the student.

## **7. Obligation (of effort) by the student**

7.1 The student shall make every effort in order to successfully complete his learning objectives within the agreed timeframe. This is prior to or at the latest on the scheduled final date as laid down in the cover page work-based learning. In particular, the student is obliged to actually fulfill the work-based learning, and to be present at the days and time as agreed upon with the training company, unless this cannot be expected from him on serious grounds.

7.2 As regards absence during the work-based learning period, the rules apply for the student which are used by the training company together with the regulations as agreed upon between the student and the institute in the education agreement.

7.3 When the student is absent and when he returns after his absence, he shall inform the company trainer without any delay pursuant to the rules as applied by the training company. In addition, the student is obliged to inform the work-based learning tutor of the institute as well about the absence and return as referred to above.

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

8.1 If desired, the institute, student and the training company can make further individual agreements, for instance as regards the learning objectives, the assistance and the assessment of the student.

8.2 These agreements will be laid down in an addendum in writing and form part of the apprenticeship agreement.

## **9. Code of conduct, safety and liability**

9.1 The student is obliged to observe the applicable rules regulations and indications of the training company in the interest of order, safety and health. The training company informs the student about these rules prior to the work-based learning period.

9.2 The student is obliged to keep secrecy as regards everything which is shared with him in secrecy or what he has learned in secrecy or as regards which he should reasonably understand the confidential nature. The training company informs the student about those matters which fall within the scope of secrecy in any case.

9.3 The training company takes measures pursuant to the Dutch Working Conditions Act (Arbeidsomstandighedenwet) with the aim to protect the physical and mental safety of the student.

9.4 The training company is liable for damages which the student would suffer during or within the framework of the work-based learning period, unless the training company proves that it fulfilled its obligations as laid down in article 7:658 paragraph 1 of the Dutch Civil Code, or if the damages are caused by the intent or willful negligence of the student to a large extent.

9.5 The training company is liable for the damages which the student causes to the (property of the) training company or to the (property of) third parties in the exercise of his duties during or within the framework of the work-based learning period, unless it is a situation of intent or willful negligence by the student.

9.6 The institute is exonerated from damages to the student, the training company or third parties in the exercise of the student's duties within the work-based learning period.

9.7 The liability of the institute shall at all times be limited to the conditions and the insurance coverage based on it within the insurance taken out by the institute. This means that the liability is limited to the amount to be paid by the insurance company of the institute.

9.8 By signing this agreement, the student declares to have an adequate health insurance and an adequate liability insurance.

## **10. Issues and conflicts during the work-based learning period**

10.1 In case of issues or conflicts during the work-based learning period, the student shall contact the company trainer of the training company and/ or the work-based learning tutor of the institute in the first place. They will try and reach a solution together with the student.

10.2 If the student considers that the issue or conflict has not been solved to his satisfaction and that the cause of the issue or the conflict lies in the fact that the training company does not or does not fully comply with the arrangements in this agreement, then the student can discuss the options in consultation with the work-based learning tutor of the institute.

10.3 In case the parties cannot reach a mutual agreement, then the student can file a complaint via the complaints procedure of the institute. The procedure to file a complaint is laid down in the education agreement which the student has concluded with the education institute.

10.4 The training company shall take measures which aim at preventing or combatting forms of sexual intimidation, discrimination, aggression or violence. In case of sexual intimidation, discrimination, aggression and/ or violence, the student is entitled to stop his activities at once whilst this will not be a ground for a negative assessment. The student shall immediately inform the company trainer and the work-based learning tutor about his temporary absence. If this is not possible, then the student informs the confidential advisor from the training company or the institute.

## **11. Data exchange and privacy**

11.1 The student is entitled to review his own student file and, more in particular, the work-based learning data as processed by the institute.

11.2 When data are exchanged about the student, the institute and the training company observe the General Data Protection Regulation (GDPR). This means, inter alia, that it will have to take utmost care as regards the personal data of the student and that it will have to be transparent to the student

about these data. In the privacy regulations of the institute it is laid down which data of the student can be provided under which conditions and when the permission by the student is required.

## **12. Duration and termination of the agreement**

12.1 The work-based learning agreement enters into force after the Cover page work-based learning has been signed and shall in principle last for the duration of the work-based learning period as referred to in the Cover page work-based learning.

12.2 The work-based learning agreement ends by operation of law:

a. When the student has completed the number of hours as agreed upon and when the student has concluded the work-based learning period with a positive assessment, or, in case of an elective, when the student has completed the number of hours as agreed upon and when the student has completed the work-based learning period. b. At the end of the scheduled final date as laid down in the Cover page work-based learning.

c. By the termination of the education agreement between the student and the institute.

d. By liquidation or the loss of legal personality from the training company or when the training company ceases to exercise the profession in the company as referred to in the apprenticeship agreement.

e. When the approval of the training company as referred to in article 7.2.10 of the Dutch Act on Education and Vocational Training (Wet Educatie en Beroepsonderwijs, WEB) has expired or has been withdrawn.

A termination by operation of law shall be confirmed in writing by the institute to the student and the training company.

12.3 The apprenticeship agreement can be terminated by mutual agreement between the institute, the student and the training company.

12.4 The apprenticeship agreement can be dissolved (extra-judicially):

a. By the training company when the student does not comply with the code of conduct as referred to in article 9.2 of these general conditions, after having received (repeated) warnings.

b. By one of the parties, in the event of serious circumstances, when it can no longer be expected from this party in reasonableness that the apprenticeship agreement be continued.

c. By one of the parties when the institute, the student or the training company does not comply with the obligations by law or laid down in the apprenticeship agreement.

d. By the student or the training company, when the contract (if present) between the student and the training company is terminated.

12.5 A dissolution by one of the parties pursuant to article 12.4 shall be carried out in writing to the other parties with a notification of the ground for the dissolution.

12.6 Prior to a dissolution pursuant to article 12.4 sub c, the party which does not fulfill its obligations shall be enabled by the other parties to fulfill its obligations after all within a period of two weeks. A written notice of default is not required when the fulfillment is permanently impossible or when the party has already stated that it will not fulfill its obligations and that there is no need for setting a deadline.

12.7 If the student has not satisfactorily completed the work-based learning period within the time as agreed upon and stated in the apprenticeship agreement, then the institute, the student and the training company may agree upon an alternative work-based learning period. This shall be laid down in a Cover page work-based learning under 'amendments'.

## **13. Alternative placement**

13.1 If the apprenticeship agreement is terminated because the training company does not comply with its obligations (the placement is not or not fully available, the assistance lacks or is absent, the training company no longer disposes of a positive assessment pursuant to article 7.2.10 of the Dutch Act on Education and Vocational Training (Wet Educatie en Beroepsonderwijs, WEB), or in case of other circumstances which prevent the pursuit of the work-based learning period), then the institute

fosters, after consultation with Education Business Alliance (Samenwerking Beroepsonderwijs Bedrijfsleven, SBB) that an adequate and alternative provision shall be made available to the student.

**14. Final provision**

14.1 Those situations which are not covered by the apprenticeship agreement shall be decided upon by the institute and the training company after consultation with the student.

14.2 If it concerns situations within the responsibility of the Education Business Alliance (Samenwerking Beroepsonderwijs Bedrijfsleven, SBB), then SBB shall be a party in the consultation.

14.3 In addition, the student and the training company state with their signature that they have received and/ or have informed themselves about the documents which are mentioned in this agreement.