

# **Scalda**

**Foundation for Secondary Vocational Education and Adult Education  
Academic Affairs Department**

## **General Terms and Conditions of the Practical Training Contract**

Proposed decision made by the Executive Board on 20022018  
Approved by the Student Council on 30042018  
Decision made by the Executive Board on 08052018

## **General Terms and Conditions of the practical Training Contract <sup>1</sup>**

### **Having regard to:**

- *article 7.2.8 and 7.2.9* of the Adult and Vocational Education Act (*Wet Educatie en Beroepsonderwijs* or *WEB*) of 31 October 1995, which contains provisions regarding practical training and the drafting of a practical training contract, replacement practical training locations
- and the positive assessment of the training organisation by the Cooperation Organisation for Vocational Education and the Labour Market (*Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven* or *SBB*) (as referred to in *article 7.2.10* of the *WEB*)

### **Whereas:**

- training while practising a profession is a compulsory part of every vocational training course in accordance with the *WEB*;
- the student is registered with the educational institution on the basis of the education contract;
- the activities to be performed by the student within the context of this contract have an educational purpose;
- if the student, in addition to the practical training contract, also signs an employment contract with the training organisation, the student has the legal status of an employee; if the provisions of the practical training contract and the employment contract are in opposition, the provisions of the employment contract apply;
- a practical training contract between the educational institution, the training organisation and the student should be the basis for the practical training.

### **Article 1 - details of the practical training**

1. The educational and training objectives, as recorded in the Education and Exam Regulations (*Onderwijs en examenreglement* or *OER*) form the basis for the practical training. The practical training is based on a plan recorded in the *OER* or which is referred to in the *OER*. It must be made clear to the training organisation which part of the qualification the student must attain during their practical training.
2. Practical training is part of every vocational training course as specified in the Adult and Vocational Education Act. The practical training will take place at a training organisation recognised by the Cooperation Organisation for Vocational Education and the Labour Market (hereinafter referred to as *SBB*) on the basis of a practical training contract. In the practical training contract, agreements will be made about the practical training so that the student is able to attain the necessary knowledge and experience for the qualification/elective. The activities performed by the student within the context of the practical training contract will have an educational purpose.
3. Electives are a compulsory part of the training course based on the revised qualification files. Taking electives and completing them by means of an exam is an obligatory part of the training course. The student chooses electives at the commencement of, or during, the training course. This will be recorded in the education contract. The student may choose to take an elective that can be completed by participating in practical training. In that instance, this will be registered on the practical training sheet that is a part of this practical training contract. Several electives may be completed at a single training organisation, whether or not in addition to the ongoing practical training contract.

### **Article 2 - Obligations of the training organisation**

1. The training organisation will enable the student to achieve the agreed learning objectives and thus to complete their practical training. The training organisation will ensure that the student receives a sufficient amount of daily guidance and education at the workplace.
2. The training organisation will assign a workplace supervisor charged with guiding the student during the practical training. The student will be informed at the start of the practical training who their workplace supervisor is.
3. The training organisation declares its readiness to allow an assessment of the practical training by a representative of the institution to take place at the practical training location, if necessary.
4. The training organisation will enable the student to participate in the education provided by the institution as stated in the applicable schedule, including tests or exams, during the practical training period.

### **Article 3 - Obligations of the educational institution**

1. The institution will ensure that the student receives sufficient guidance from the training supervisor. The student will be informed of who their supervisor is at the beginning of their practical training.
2. The training supervisor of the educational institution will follow the progress of the practical training by means of maintaining regular contact with the student and the workplace supervisor and will monitor progress and the link between the learning objectives of the student and the learning opportunities at the training organisation.
3. The institution will release its schedule in advance to allow both the student and the training organisation to take the schedule into account.
4. The institution has the final responsibility of assessing whether the student has attained the parts of the qualification that they have taken during the practical training. The assessment procedure and method of assessment of the practical training are described in the Education and Examination Regulations of the educational programme.
5. The training organisation's assessment of the student will be considered during the institution's assessment of the student.

### **Article 4 - Obligations of the student**

1. The student will endeavour to successfully achieve their learning objectives within the agreed time period, either before or at the planned end date recorded on the practical training sheet. In particular, the student is obligated to actually participate in the practical training and to be present at the training organisation on the agreed dates and at the agreed times, unless there is a serious reason that this cannot reasonably be expected of them.

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<sup>1</sup> Please see the attached glossary for the definitions of terms used in this document.

### **Article 5 - Interim amendments**

1. The practical training contract (the practical training sheet) and in particular the practical training data and an addendum forming part of the practical training contract, may be revised during the practical training period with the written or verbal approval of all parties.
2. If the amendment of the practical training data arises from an amendment of the student's training programme, this must be preceded by a written request for an amendment of the training programme submitted by the student and a revision of the education contract.
3. The practical training data concerning the training course within which the practical training takes place, may only be amended at the student's request. The request may be preceded by a meeting with the institution or training organisation or advice given by the institution or training organisation.
4. In the event of an interim amendment of the practical training data, the practical training sheet will be replaced by a new practical training sheet for the duration of the practical training. This practical training sheet contains the full and current practical training data of the student, even if the student follows multiple training courses simultaneously.
5. The institution will send the new practical training sheet (hard copy or digital), as soon as possible, to the student (and if the student is a minor also to the parent(s) or legal guardian(s)) and the training organisation.
6. The student (and if the student is a minor, the parent(s) and/or legal guardian(s)) and the training organisation are given the opportunity to, within 10 days of receiving the new practical training sheet, inform the institution, in writing or verbally, if the data in the new practical training sheet is incorrect.
7. The student (and if the student is a minor, the parent(s) and/or legal guardian(s)) and the training organisation may submit a complaint to the manager of the Student Advice Service (STAD) if an amendment has been incorrectly implemented. Finally, the Student Advice Service (STAD) will, definitively and according to procedure, conclude that a lack of response from the student (and if the student is a minor, the parent(s) and/or legal guardian(s)) and the training organisation to the proposal for the intended amendment is an indication that the student (and if the student is a minor, the parent(s) and/or legal guardian(s)) and the training organisation agree with the intended amendment.
8. If the student (and if the student is a minor, the parent(s) and/or legal guardian(s)) and/or the training organisation do not respond within the time period, as stated in article 5.6, the new practical training sheet will replace the previous practical training sheet and will become part of the practical training contract.

### **Article 6 - assessment**

1. The educational institution has the final responsibility of assessing whether the student has achieved the objectives of the practical training.
2. During the assessment, the educational institution will take into consideration the assessment provided by the training organisation.
3. The assessment procedure and the method of examination is described in the course's Education and Exam Regulations. The student and the training organisation have taken notice of this document.
4. The assessment of the practical training by the educational institution and the training organisation will be performed in accordance with the Education and Exam Regulations of the training course.

### **Article 7 - working hours**

The working hours of the student are in line with the working hours of the training organisation at which the student is placed and comply with relevant laws and regulations.

### **Article 8 - examination of the practical training**

The training organisation declares its readiness to allow an examination of the practical training to take place, if necessary, at the training location.

### **Article 9 - Code of conduct, safety and liability**

1. The student is obliged to observe the rules, regulations and instructions of the training organisation in the interests of order, health and safety. The training organisation will inform the student of these rules before the commencement of the practical training.
2. The student is obliged to keep confidential everything that is entrusted to them in confidentiality, anything that comes to their knowledge in confidentiality or anything that may be reasonably understood as confidential.
3. The training organisation will take measures, in accordance with the Dutch Working Conditions Act, aimed at protecting the physical and psychological safety of the student.
4. The training organisation is liable in accordance with article 6:170<sup>2</sup> and 7:658<sup>3</sup> of the Dutch Civil Code for any damages the student incurs while performing duties, except for damages caused by the student's wilful intent or conscious recklessness.
5. The training organisation is liable for the damages the student causes to the training organisation or its property, or to third parties or their property, while performing duties during or in connection with their practical training, except for damages caused by the student's wilful intent or conscious recklessness.
6. The institution is indemnified for damages incurred by the student, the training organisation or third parties during the practical training.
7. The liability of the institution is limited to the terms and conditions and the coverage of the insurance policy taken out on the basis thereof. Therefore this liability is limited to the amount payable by the insurance company of the institution.

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<sup>2</sup> The person in whose service a subordinate fulfils his duty, is liable for damage caused to a third person by a fault of this subordinate, if the risk of the fault has been increased by the assignment to fulfil this duty

and the person in whose service the subordinate was, had - because of the legal relationship between him and the subordinate - control over the behaviour which constituted the fault.

<sup>3</sup> The employer must arrange and maintain the spaces, rooms, machines and tools in which or with which work is performed under his responsibility and give instructions and take safety measures as is reasonably necessary to prevent that the employee suffers damage during the performance of his work.

8. The educational institution has taken out accident insurance on behalf of the student participating in the practical training that, as well as during the practical training, also provides coverage for one hour before and after the practical training, or for the time required to commute between the location of the practical training and the home or school.

#### **Article 10 - compensation and registration with benefits agency**

Agreements concerning compensation of the practical training are to be arranged between the student and the training organisation. If compensation is offered, it will be articulated in the Collective Labour Agreement (CAO) or in the contract section, in this case the personal document of the practical training contract. If a student receives compensation for their practical training, they are insured under the Sickness Benefits Act and the normal rules apply with regard to wage deductions. The training organisation will register the student, in so far as necessary, with the Dutch Employees Insurance Agency (UWV) and the Tax and Customs Administration.

#### **Article 11- absence**

1. In the event of absence, the student will first act in accordance with the applicable rules of the training organisation. The student will then also inform the educational institution of their absence.
2. The rules regarding absence as laid out in the education contract will be observed by the student and the training organisation (for more information see [www.scalda.nl](http://www.scalda.nl) and MijnScalda)

#### **Article 12 - sexual harassment, discrimination, aggression and violence**

1. The organisation takes measures aimed at protecting the physical and psychological integrity of the student and preventing or fighting forms of sexual harassment, discrimination, aggression or violence.
2. If a student at the training organisation is faced with sexual harassment, discrimination, aggression or violence:
  - they have the right to immediately interrupt their work, without receiving a negative assessment as a result;
  - they must, irrespective of the need to interrupt their work, immediately report the incident to the student adviser and/or a trusted person at the educational institution.

#### **Article 13 - termination of the contract**

This contract will terminate:

- a) at the expiration of the period during which this practical training contract applies;
- b) if the education contract between the student and the educational institution is terminated;
- c) as a result of the unilateral cancellation of the student and/or if approval is given by the educational institution, the student and the training organisation, after receiving written confirmation from each party;
- d) as a result of the automatic termination of the employment contract, if an employment contract has been signed between the student and the training organisation;
- e) as a result of the unilateral cancellation of the educational institution, if the student, in spite of two written warnings from the educational institution, does not observe the code of conduct in accordance with article 10 *code of conduct, safety and liability* of this contract, following written confirmation by the training organisation and the educational institution.
- f) as a result of written notice from the educational institution or the Knowledge Centre SBB, if the educational institution or the Knowledge Centre SBB are convinced that, in accordance with article 7.2.9, paragraph 2 of the WEB, the training location is unavailable or not fully available, supervision is insufficient or absent, the training organisation no longer has a positive assessment as referred to in article 7.2.9, paragraph 1 of the WEB, or there are other circumstances that determine that the practical training cannot be carried out in a satisfactory manner.
- g) if one of the parties considers it necessary to terminate the contract due to serious circumstances and cannot reasonably be expected to continue in the contract.

#### **Article 14 - replacement training location**

If article 13, paragraph f applies, the educational institution and the Knowledge Centre SBB, will ensure that a satisfactory replacement location is made available.

#### **Article 15 - new contract**

If the student has not successfully completed the practical training within the allocated time period, as stated in item 5 on the first page of this contract, the educational institution, the student and the training organisation may agree on a new practical training plan.

#### **Article 16 - problems and disputes during the practical training**

1. For problems and disputes relating to the practical training, the student may contact their workplace supervisor and/or student adviser who must each endeavour to come to a solution in mutual agreement.
2. If the student is of the opinion that the problem or dispute remains unresolved, they may - whether or not they have discussed the issue with the student adviser and/or workplace supervisor - use the complaints procedure of the educational institution.
3. In the event of sexual harassment, discrimination, aggression and violence, the student may submit a complaint to the training organisation in accordance with its complaints procedure without intervention from the parties stated in paragraphs 1 and 2. If the student cannot use a complaints procedure at the training organisation or at another organisation or educational institution connected with the training organisation, for incidents of sexual harassment, discrimination, aggression and violence, Scalda's complaints procedure applies.

#### **Article 17 - final provisions**

1. For cases that are not covered by this contract, the educational institution, the training organisation and the student may reach a mutual agreement. If the matter is within the scope of the Knowledge Centre SBB's responsibility, the Knowledge Centre SBB will also be involved in this agreement.
2. Disputes resulting from this contract that cannot be solved through discussions between the various parties, may be brought before a competent court.
3. This contract is exclusively governed by Dutch law.

Finally, the student and, if necessary, the student's legal representative and the training organisation declare that the student has received and/or taken notice of the documents referred to in this contract.

## **Glossary of the terms used in the provisions of this Practical Training Contract**

### **practical training:**

education that takes place while practising a profession within a company or an organisation, on the basis of a practical training contract.

### **student:**

term for 'pupil, participant, learner' etc.

### **educational institution:**

- the term for the competent authority of the educational institution
- the term for the *educational* institution in accordance with the terminology used in the Adult and Vocational Education Act (Wet Educatie en Beroepsonderwijs or WEB) and a frequently used term within the teaching profession. Other sectors within society are also familiar with the concept of an 'institution', such as the health care sector.

### **Knowledge Centre (national organisation):**

In full: The Cooperation Organisation for Vocational Education and the Labour Market (Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven or SBB) When training young professionals, education and the labour market both have an important role to fulfil. MBO students learn a lot on the job, and for that professional internships and apprenticeships are needed and must be provided in a safe environment, by an accredited training company and under good supervision of a workplace supervisor. The accreditation of training organisations was provided by 17 centres of expertise. Now one single organisation supports training organisations and schools: the Cooperation Organisation for Vocational Education and the Labour Market. SBB, for short.

SBB ensures that

- schools and training organisations are able to cooperate on a regional level
- there are enough good training organisations
- the interests of sectors are served

### **education contract:**

a contract between the student and the competent authority of the educational institution that forms the basis for the registration. The education contract lays down the rights and obligations between the educational institution and the student.

### **training organisation:**

the organisation or training organisation that provides the practical training, referred to here as 'training organisation'

### **workplace supervisor:**

the person appointed to supervise the student during the practical training at the training company

### **student adviser:**

a member of staff at the educational institution appointed by the educational institution to supervise the student in educational matters relating to the practical training.

### **practical training contract:**

the contract between the educational institution, the student and the training organisation entered into for the purpose of the practical training