

**AGREEMENT FOR PRACTICAL TRAINING - BOL VOCATIONAL TRAINING****contractnumber:**

Agreement between the educational institution, the participant (the parents) and the organisation providing the practical training.

**Parties:***Educational institution:*

name educational institution:

brin number: 14YD

address:

with offices in:

for the purpose of this document

duly represented by:

in the position of:

*Participant:*

initials and surname:

first name:

address:

postal code and residence:

born on:

in:

m/f:

participant's unique number:

*If it concerns a minor, the legal representative:*

initials and surname:

address:

postal code and residence:

*Organisation providing the practical:*

name of organisation:

address:

postal code and residence:

telephone number:

registration number:

represented by:

telephone number representative:

Herewith conclude an agreement for practical training in the framework of the vocational programme in compliance with the provisions of the Wet Educatie en Beroepsonderwijs [Adult and Vocational Education Act], sections 7.2.8. and 7.2.9 and declare to have agreed as follows:

**1. Participation in the practical training**

The practical training forms part of:

**the education:**

**official name:**

**qualification level:**

**crebo-code:**

**programme:**

**2. Term and scope of the practical training**

The period of practical training commences on:

and ends on:

and consists of:

The participant's working hours and days off as an employee or trainee shall be determined by the organisation that provides the practical training, with due observance of the current legislation and the cao [collective labour agreement] (if present).

**3. Content of the practical training**

The institution draws up a Vocational Practical Training Plan, which is attuned to the final requirements as defined and which fits into the programme of the school. During the period mentioned in article 2, the practical training shall predominantly focus on the following final requirements and learning objectives: see the BPV folder.

**4. Further stipulations and information**

Other rights and obligations arising from the practical training agreement are laid down in a separate appendix and form an inseparable part of this agreement. The appendix is named Further Stipulations.

Please see the BPV folder for more information about the practical training.

**Thus agreed and made in triplicate:**

Place: .....

Place:

Date: .....

Date: .....

On behalf of the organisation that provides the practical training:

On behalf of the educational institution:

.....

.....

Place: .....

Date: .....

Participant:

If it concerns a minor, the legal representative

.....

## FURTHER STIPULATIONS

### Article 1: Guidance during the practical training

The organisation that provides the practical training shall appoint a practice trainer, who will supervise the participant during the practical training within the company or organisation. The practice trainer shall keep the BPV supervisor informed.

### Article 2: BPV supervisor

The educational institution shall appoint a BPV supervisor who will supervise the participant during the practical training. The BPV supervisor shall keep the practice trainer informed.

### Article 3: Assessment

The educational institution assesses - within the framework of the regulations of the course programmes and examinations - whether the student possesses the required competences. The judgment given by the work placement company is important in this assessment.

### Article 4: Special leave

The organisation that provides the practical training shall give the participant the opportunity to participate in the exams of the education. The participant shall be given special leave for that purpose.

### Article 5: Insurance

1. The school takes care of an accident insurance for the participant (student) which is applicable during the work placement period.
2. The school indemnifies the work placement company against any claims by third parties in accordance with article 6:170 of the Dutch Civil Code, concerning errors made by the participant during his/her work placement period. The school is liable for damage caused to the work placement company as a result of an unlawful act performed by the participant during his/her work placement period. This indemnification and liability only apply if and insofar as the liability insurance of the school - as a secondary insurance - provides coverage.
3. Damage caused by a motor vehicle is not covered.

### Article 6: Registration

The work placement company registers in accordance with the regulations, the participant at the tax administration office and business association (this applies to apprenticeship students and work placement students who receive a work placement salary).

### Article 7: Rules of conduct

For the benefit of order, health and safety, the participant shall comply with the rules, regulations and instructions in force within the organisation that provides the practical training.

### Article 8: Confidentiality

The participant shall observe secrecy with regard to anything which the participant is informed of under secrecy or which he or she should reasonably consider to be confidential.

### Article 9: Absence

During the term of the practical training the participant shall, in the event of absence and upon return from absence, notify the organisation offering the practical training and the educational institution thereof forthwith and in compliance with the rules.

### Article 10: (Premature) termination

This agreement shall terminate:

- a. at the end of the agreed period;
- b. when the final examinations - whereby the practical part is involved - have been passed successfully;
- c. if the contract between the work placement company and the participant is broken in accordance with the existing laws and regulations and / or collective agreements. In that case the educational institution is notified immediately by the work placement company;
- d. if the participant changes his/her course programme, leaves the educational institution or if the educational contract is broken. In that case the work placement company is notified immediately by the educational institution;
- e. by mutual consent of the work placement company and participant. The agreement ends after the work placement company, the educational institution and the participant have confirmed in writing by mutual consent;
- f. if the participant does not perform in accordance with the aforementioned behaviour regulations. In that case, first the practical trainer, the work placement supervisor and participant will meet to discuss the issue. The outcome of this meeting must be confirmed in writing;
- g. by written notice of the educational institution or national body to the parties notifying that the work placement can not be continued appropriately.

### Article 11: Extension

If the participant does not pass the final examination successfully within the prescribed time, both parties can agree to extend the work placement period.

### Article 12: Problems and conflicts with regard to the practical training.

In the event of problems and conflicts with regard to the practical training, the participant shall in the first instance turn to the practical trainer. If this fails to result in a solution for the participant, the problem and/or conflict shall be submitted to the BPV supervisor. If they fail to find a solution by means of mutual consultations, the case shall be submitted to the director of education.

If this normal procedure fails to result in the desired solution for any of the parties involved, a complaint can be filed in compliance with the Complaints Procedure of the educational institution.

### Article 13: Final stipulation

In the instances not provided for in this agreement, the management boards of the organisation that provides the practical training and the educational institution shall decide. If matters are concerned that affect the responsibility of the national body, such body shall be involved in the consultations.