

Practical training contract

General terms and conditions



1. Preconditions

- 1.1 The student council of Albeda has agreed to the present practical training contract and the accompanying terms and conditions.
- 1.2 This contract is concluded between the student, the institution and the work placement company, also referred to in this contract as "parties" and is managed by the institution.
- 1.3 The student is registered with the institution.
- 1.4 The law of the Netherlands exclusively applies to the practical training contract.
- 1.5 The company or the organisation that arranges the practical training, the work placement company, at the date of the signing of the practical training contract has recognised status from the Cooperation Organisation for Vocational Education, Training and the Labour Market (further to be referred to as: SBB) for the qualification for which the student is registered, as referred to in Section 1.5.3. of the Adult and Vocational Education Act (WEB).

2. Nature of the contract

- 2.1 The general terms and conditions together with the practical training leaflet consist of the practical training contract, as referred to in Section 7.2.8. of the WEB. The general rights and duties of parties are set out in this contract.
- 2.2 The arrangements that specifically concern the practical training to be attended by the student are set out in the practical training leaflet. The practical training leaflet forms an integral part of this contract. Whenever mention is made in this contract of 'practical training', this means the practical training as set out in the practical training leaflet.

3. Interim changes

- 3.1 The practical training contract and more in particular, the practical training data, as included in the practical training leaflet, can be changed during the practical training period with permission in writing from parties in conformity with the procedure as recorded in the study manual.
- 3.2 Depending on the requested changes, a changed practical training leaflet can be printed or a new practical training contract must be concluded. The study manual includes which route is to be followed for which changes.
- 3.3 If the change of the practical training data results from a change in the student's training course, this must be preceded by a request in writing from the student for a change in the training course.
- 3.4 The practical training data regarding the course in the context of which the practical training is attended can only be changed on request from the student. Consultation with or advice from the institution or the work placement company can precede this request.
- 3.5 The practical training data concerning the start and planned end date, duration and scope of the practical training can also be changed on request from the work placement company. Such a request will be honoured by the institution only after consultation with and consent of the student.
- 3.6 In the event of an interim change of the practical training data, the practical training leaflet can be replaced by a changed practical training leaflet during the term of the practical training.
- 3.7 The institution sends the changed practical training leaflet in writing (on paper or digitally) to the student and to the work placement company as soon as possible.
- 3.8 The student and the work placement company will be given the opportunity to notify the institution in writing within 10 working days after the sending of the changed practical training leaflet if the contents of this practical training leaflet sheet are incorrect.
- 3.9 If the student or the work placement company states that the adjusted practical training data have not been represented correctly (in accordance with the request from or the consent of the non-requesting party), the institution will proceed with the correction of the practical training data concerned.
- 3.10 If the student or the work placement company make an objection apparent focused on the fact that the practical training data have been adjusted without being based on a request or consent, the institution will proceed with the deletion of the changed practical training leaflet. In that case the student will continue to attend the practical training at the work placement company, as set out in the original practical training leaflet, until consent has been obtained from both parties at a later date.
- 3.11 If a change is implemented without the consent of the student and/or the work placement company, and this change is not corrected despite repeated requests from the student and/or the work placement company, the student can send an email to the Complaints Office (klachten@albeda.nl) within 6 weeks after receipt of the change.
- 3.12 If the student and/or the work placement company does not respond within the period set out in article 3.8, the changed practical training leaflet will replace the previous practical training leaflet and will thereby form part of the practical training contract.

4. Contents and structure

- 4.1 Practical training forms part of every course leading to a professional certificate as referred to in the Adult and Vocational Education Act. The practical training takes place at a work placement company recognised by the SBB on the basis of a practical training contract. Arrangements regarding the practical training are recorded in the practical training contract in order to enable the student to gain the knowledge and experience required for the qualification/the optional part. The activities conducted by the student in the context of the practical training contract have a learning function.
- 4.2 The starting point of the practical training is the educational and vocational objectives applicable to the course as described in the study manual and the education and exam regulations included therein. The basis of the practical training is a substantive plan for the practical training, which is recorded in the study manual and the education and exam regulations included therein. It should be clear to the work placement company which part of the qualification the students have to achieve during their practical training. The study manual and the education and exam regulations included therein can be found on the website of Albeda.
- 4.3 The optional parts form an integral part of the course on the basis of the revised qualification files. The student can choose an optional part to be further detailed in the practical training. In that case this will be recorded in the practical training leaflet, which forms an integral part of this practical training contract. Several optional parts can be attended at one work placement company.

5. Obligation (to use best endeavours) work placement company

- 5.1 The work placement company will enable the student to achieve the agreed learning objectives and therefore the practical training. The work placement company will be responsible for ensuring sufficient daily supervision and training of the student at the workplace and will provide the student with the opportunity to make and execute the student's practical training assignments. The work placement company will participate in the agreed opportunities for contact between the student, the institution and the work placement company.
- 5.2 The work placement company will designate a workplace trainer who will be charged with the supervision of the student during the practical training. At the commencement of the practical training the student will know who the workplace trainer is.
- 5.3 The work placement company states to be prepared to make the assessment of the practical training by an officer of the institution possible in the work placement company.
- 5.4 During the practical training period, the student will be enabled by the work placement company to participate in the education offered by the institution in accordance with the applicable timetable as well as in tests and/or exams.
- 5.5 The work placement company will provide the student with the basic equipment necessary for the practical training.
- 5.6 The work placement company will pay an expense allowance to the student covering at least all costs in Euro that a student must incur by the company or by law in order to complete the practical training at the company. This expense allowance is including travel expenses if these are not reimbursed in another manner and any Certificate of Good Conduct. This applies to students in the pre-vocational learning pathway as well as in the basic vocational learning pathway.
- 5.7 The Working Hours Act applies to all trainees.

6. Obligation (to use best endeavours) institution

- 6.1 The institution will be responsible for ensuring sufficient supervision by the practical training supervisor. At the commencement of the practical training the student will know who his/her supervisor is. The institution will organise and participate in the agreed opportunities for contact between the student, the institution and the work placement company. In the national Practical Training Pact 2023 it has been agreed that the school will organise at least three opportunities for contact between the work placement company, the student and the school, of which at least one will be in person at the location of the work placement company. This number can be derogated from: (1) in the basic vocational learning pathway, (2) if only one optional part is attended in the practical training, (3) due to the short duration of the practical training or (4) if the practical training takes place abroad.
- 6.2 The institution's practical training supervisor will monitor the progress of the practical training by maintaining regular contact with the student and with the workplace trainer at the work placement company, and will monitor the progress and the alignment of the student's learning objectives with the learning opportunities at the work placement company.

- 6.3 The institution will notify the timetable in a timely manner in order for the student and the work placement company to be able to take this into account.
- 6.4 The institution has the ultimate responsibility for the assessment of whether the student has achieved those parts of the qualification that have been attended in the practical training. The procedure for the assessment and the manner of assessment of the practical training are described in the study manual and the education and exam regulations included therein.
- 6.5 The institution includes the opinion of the work placement company regarding the student as part of the assessment of the student.

7. Obligation (to use best endeavours) student

- 7.1 The student will make the best possible efforts to successfully complete his/her learning objectives within the agreed period. This will be before or no later than on the planned end date, which is included in the practical training leaflet. The student is in particular obliged to actually attend the practical training, and to be present on the days and times agreed with the work placement company, unless this cannot be expected of the student due to compelling reasons.
- 7.2 The rules as these are applied by the work placement company as well as the rules as these are recorded in the students' charter apply to the student's absence during the practical training.
- 7.3 The student will participate in the agreed opportunities for contact between the student, the institution and the work placement company.

8. Further arrangements with the student

- 8.1 If required, the institution, the student and the work placement company can make further individual arrangements. For example, regarding the learning objectives, the supervision or the assessment of the student. These arrangements will be recorded in writing in an appendix that will form part of the practical training contract.
- 8.2 Adjustments of tailor-made courses for students with extra need for support, such as adjustments of the time, form and workplace, will be recorded in an appendix of the practical training contract.

9. Rules of conduct, safety and liability

- 9.1 The student will be obliged to observe the rules, regulations and instructions applicable in the work placement company, in the interest of good order, health and safety. The work placement company will inform the student of these rules prior to the commencement of the practical training.
- 9.2 The student will be obliged to keep secret everything that is entrusted to the student subject to confidentiality or that has come to the student's knowledge as a secret or the confidential nature of which the student must reasonably understand.
- 9.3 The work placement company will, in accordance with the Working Conditions Act, take measures focused on the protection of the physical and mental safety of the student.
- 9.4 The work placement company will be liable for any damage/injury the student might suffer during or related to the practical training, unless the work placement company demonstrates that it has fulfilled the obligations set out in Section 658, subsection 1, Book 7 of the Civil Code, or that the damage is to a significant degree the result of intent or willful recklessness on the part of the student.
- 9.5 The work placement company will be liable for any damage/injury caused by the student in the execution of his/her work during or related to the practical training to the (property of the) work placement company or to (the property of) third parties, unless there is intent or willful recklessness on the part of the student.
- 9.6 The institution is indemnified against damage/injury suffered by the student, the work placement company or third parties in the execution of the practical training.
- 9.7 The liability of the institution is in all cases limited to the conditions and the cover based thereon in the insurance taken out by the institution. This means that this liability is limited to the amount to be paid by the insurance company of the institution.

10. Problems and conflicts during the practical training

- 10.1 In the event of problems or conflicts during the practical training, the student will at first instance address the workplace trainer of the work placement company and/or the institution's practical training supervisor. They will try to reach a solution together with the student.
- 10.2 If the student feels that the problem or conflict has not been resolved satisfactorily and the cause of the problem or conflict is that the work placement company does not comply or insufficiently complies with the arrangements in this contract, the student can discuss the options in consultation with the institution's practical training supervisor.
- 10.3 If parties cannot reach a solution, the student as well as the work placement company can send an email within 6 weeks to the Complaints Office (klachten@albeda.nl).
- 10.4 The work placement company takes measures focused on the prevention and combating forms of sexual harassment, discrimination, aggression or violence. In the event of sexual harassment, discrimination, aggression and/or violence the student has the right to immediately stop the work without this being a reason for a negative assessment. The student must immediately report the interruption of work to the workplace trainer and the practical training supervisor. If this is not possible, the student will report the interruption of work to the confidential adviser of the work placement company or of the institution. The institution will inform the SBB.
- 10.5 If there is traineeship discrimination or traineeship abuse, the student can report this to Complaints Office (klachten@albeda.nl).
- 10.6 Major incidents, practical training complaints that are of a regular nature and/or reports and flagging up of traineeship discrimination and traineeship abuse will be reported by the institution to the SBB.

11. Data exchange and privacy

- 11.1 The student has the right of inspection of the personal student file and more in particular the practical training data processed by the institution.
- 11.2 In the event of exchange of data related to the student, the institution and the work placement company will observe the General Data Protection Regulation. This means, inter alia, that they deal with due care with the personal data of the student and that they are transparent about this towards the student. The privacy regulations of the institution include which data of the student is provided under which conditions to the work placement company and when permission from the student is required for this.

12. Statement of agreement course fee

- As and when necessary, the adult basic vocational learning pathway student authorises the work placement company referred to in this document to pay on the student's behalf the course fee owed by law by the student as well as any other training costs. The student will be responsible for the payment of the course fee owed by law.

13. Duration and termination of the contract

- 13.1 The practical training contract enters into effect after the signing of the first practical training leaflet and is in principle entered into for the duration of the practical training period as set out in the practical training leaflet.
- 13.2 The practical training contract terminates by operation of law:
 - a. At the time that the student has successfully completed the practical training or in the event of an optional part, if the student has completed the practical training.
 - b. On the expiry of the planned end date as set out in the practical training leaflet.
 - c. On the end of the registration of the student with the institution.
 - d. Due to the dissolution or the loss of the legal personality of the work placement company or if the work placement company ceases to exercise the profession, referred to in the practical training contract, in the company referred to.
 - e. If the recognised status of the work placement company as referred to in Section 1.5.3. of the WEB has expired or has been withdrawn.
- 13.3 The practical training contract can be terminated by mutual consent in joint consultation between the institution, the student and the work placement company. This termination will be recorded in writing.
- 13.4 The practical training contract can be terminated (extrajudicially):
 - a. By the work placement company if the student, despite express (repeated) warnings, does not comply with the rules of conduct as referred to in article 9.1 of these general terms and conditions.
 - b. By one of the parties if, on the basis of compelling circumstances, it can no longer be reasonably required of this party to let the practical training contract continue.
 - c. By one of the parties if the institution, the student or the work placement company does not fulfil the obligations imposed on them by law or in the practical training contract.
 - d. By the student or the work placement company if the employment contract (if present) between the student and the work placement company is terminated.
- 13.5 If there is termination of the practical training contract as referred to in articles 13.2 and 13.3, as well as in the event of termination of the practical training contract as referred to in article 13.4, the institution will confirm this in writing to the student and the work placement company.
- 13.6 Prior to termination on the basis of article 13.4 under c, the party that does not fulfil their obligations will be provided by the other parties with the opportunity to still fulfil their obligations within a period of two weeks. Notice of default in writing will not be necessary if performance is permanently impossible or if the party has already notified the fact that they will no longer be able to fulfil their obligations and setting out a period is superfluous.

14. Replacement practical training position

14.1 If the practical training contract is terminated because the work placement company does not fulfil their obligations (the practical training position is not or not fully available, the supervision is inadequate or absent, the work placement company no longer has recognised status as referred to in Section 1.5.3. of the WEB or there are other circumstances that entail that the practical training can no longer take place properly), the institution, after consultation with the SBB, will ensure that an adequate replacement facility is made available to the student as soon as possible.

14.2 If and insofar as the student can be blamed for the premature termination of this contract, an obligation to use best endeavours will be vested in the student to ensure an adequate alternative in a timely manner.

15. Concluding provision

15.1 In the cases, which the practical training contract does not provide for, the institution and the work placement company will decide after consultation with the student.

15.2 If it involves matters that concern the responsibility of the SBB, the SBB will be informed.