



**AERES**  
**MBO**

**PROVISIONS  
of the  
PRACTICAL AGREEMENT  
of the  
PROFESSIONAL PRACTICAL SKILLS  
COURSE (BBL),  
SCHOOL-BASED PATHWAY (BOL)  
and of the  
PATHWAY OTHER EDUCATION -  
THIRD PATHWAY (OVO)**

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# PROVISIONS of the PRACTICAL AGREEMENT of the PROFESSIONAL PRACTICE SKILLS COURSE, SCHOOL-BASED PATHWAY and of THE PATHWAY OTHER EDUCATION – THIRD PATHWAY

For students who register from August 1997 at an educational institution for Intermediate Vocational Education (*Middelbaar Beroepsonderwijs, MBO*), the Act on education and vocational training (*Wet Educatie en Beroepsonderwijs (WEB)*) is in force. In this act it is determined for instance that for every participant in work-based learning (*beroepspraktijkvorming, BPV*), a practical agreement must be drawn up. In this agreement, a number of matters regarding the work-based learning are organized. The agreement must be signed by the participant (and for a minor his/her legal representative, except if it has been otherwise agreed in the education agreement), the organization offering the work-based learning and the educational institution.

The practical agreement as referred to in article 7.2.8 of the WEB describes the rights and obligations of the parties involved and consists of a signed part (= the BPV front page), the provisions of the practical agreement (including an appendix to the agreement with the articles from the education agreement relevant for the BPV and two appendices to the agreement). The specific matters for the participant and the organization offering the work-based learning have been mentioned in the signed part; the more general matters are mentioned in the Provisions of the practical agreement.

## **Article 1      Preconditions**

- 1.1 The participants' council of Aeres MBO has agreed with the model practical agreement of Aeres MBO and the accompanying provisions.
- 1.2 This agreement is entered into between the participant, the institution and the organization offering the work-based learning (the training company), in this agreement also referred to as 'parties' and is managed by the institution.
- 1.3 The participant has registered with the educational institution on the basis of an education agreement.
- 1.4 Only Dutch law applies to the practical agreement.
- 1.5 On the date of signing of the practical agreement, the company or organization that provides the BPV, the training company, has a favourable assessment from the Cooperation organisation for Dutch vocational education organizations (*Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven, SBB*) for the qualification for which the participant has registered, as referred to in article 7.2.10 of the WEB.

## **Article 2      Nature of the agreement**

- 2.1 Along with the BPV front page, the provisions form the practical agreement as referred to in article 7.2.8 of the WEB.
- 2.2 This agreement contains the general rights and obligations of parties. Agreements which are specifically about the BPV to be followed by the participant are mentioned on the BPV front page. The BPV front page is an intrinsic part of this agreement. Everywhere in this agreement where 'BPV' is mentioned, the BPV as mentioned in the BPV front page is being referred to.

## **Article 3      Interim amendments**

- 3.1 During the BPV period, the practical agreement, and more specifically the BPV details as included on the BPV front page, can be amended or supplemented with written or verbal permission from parties.
- 3.2 If the amendments to the BPV details result from an amendment to the education route of the participant, this must be preceded by a request from the participant for an amendment to the education route and an amendment to the education agreement.
- 3.3 The BPV details regarding the education within the framework of the BPV can only be amended at the request of the participant. This request can be preceded by a consultation, or an advice from the institution or the training company.

- 3.4 The BPV details concerning the start date and planned end date, duration and size of the BPV can be amended at the request of the training company. Such a request will only be honoured by the institution after consultation with and agreement from the participant.
- 3.5 In the case of an interim amendment to the BPV details, for the duration of the BPV the BPV will be replaced by a new BPV front page.
- 3.6 The institution will send the new BPV front page in writing (on paper or digitally) to the participant as soon as possible (and in the case of a minor also to his/her parent(s) or legal representative(s), except if it has been agreed in the education agreement that the parents/legal representatives agree with the fact that they will not co-sign the practical agreement) and to the training company.
- 3.7 The participant (and possibly the parent(s) or legal representative(s), see 3.6) and the training company will be given the opportunity, within 10 days of sending the new BPV front page, to communicate in writing or verbally to the institution that the content of the new BPV front page is not correct.
- 3.8 If the participant (or possibly the parent(s) or legal representative(s), see 3.6) or the training company indicates that the amended BPV details are not correctly mentioned (in accordance with the request, or the agreement of the party not making the request), the institution will proceed with a correction of the BPV details in question.
- 3.9 If the participant (or possibly the parent(s) or legal representative(s), see 3.6) or the training company makes an objection known that is focused on the fact that the BPV details have been amended without being founded on a request or agreement, the institution will proceed with deleting the new BPV front page. In this case, the participant will continue to follow the BPV in the company as mentioned on the original BPV front sheet, until agreement from both parties is still obtained.
- 3.10 If the participant (or possibly the parent(s) or legal representative(s), see 3.6) and/or the training company do not react within the term of 10 working days (see article 3.7), the new BPV front page will replace the previous BPV front page and will therefore become part of the practical agreement.

#### **Article 4           Content and construction**

- 4.1 BPV forms part of every vocational training as referred to in the WEB. The BPV takes place at a training company recognized by SBB on the basis of a practical agreement. In the practical agreement, agreements are recorded about the BPV so that the participant is given the opportunity to gain the required knowledge and skills for the qualification and/or optional part(s). The activities that are carried out by the participant within the framework of the practical agreement have a learning function.
- 4.2 The starting points for the BPV are the education and training objectives applicable for the course as described in the Teaching and Examination Regulation (*onderwijs- en examenregeling*, OER) of the course. An intrinsic plan for the BPV forms the foundation of the BPV which is included in the OER or in which the OER is referred to. Here, it becomes clear for the participant and the training company what part of the qualification must be given content to during the BPV. The OER is available at the location and via the website of Aeres MBO.
- 4.3 Optional parts form part of the courses on the basis of the revised qualification structure. Following optional parts and completing them with an exam are an obligatory part of the course. At the start of or during the course the participant chooses optional parts. This is recorded in the education agreement. The student can choose an optional part that is interpreted (partly) in the professional practice. If one or more optional parts are part of the BPV, this will be recorded on the BPV front page.

#### **Article 5           (Commitment) obligation of the training company**

- 5.1 The training company enables the participant to obtain the agreed learning objectives and to thus obtain the BPV. The training company ensures sufficient daily support and training for the participant on the shop floor.
- 5.2 The training company appoints a practical supervisor who is responsible for the support of the participant during the BPV. At the start of the BPV, the participant knows who the practical supervisor is.

- 5.3 The training company states that it is prepared to enable an assessment of the BPV by an official from the institution in the training company.
- 5.4 During the BPV period, the participant is given the opportunity by the training company to take part in the education that is offered by the institution according to the applicable timetable as well as to take part in tests and exams.

**Article 6 (Commitment) obligation of the institution**

- 6.1 The institution ensures sufficient support by the BPV supervisor of the institution. The participant knows at the start of the BPV who his/her supervisor is.
- 6.2 The BPV supervisor from the institution follows the course of the BPV by maintaining regular contacts with the participant and with the practical supervisor of the training company. And monitors the progress of and the connection of the learning objectives of the participant to the learning opportunities in the company.
- 6.3 The institution makes the timetable known on time so that the participant and the training company can take account of this.
- 6.4 The institution has the final responsibility in the assessment whether the participant has obtained those parts of the qualification which were followed in the BPV. The procedure of the assessment and the method of assessment of the BPV are described in the BPV manual.
- 6.5 The institution includes the assessment by the training company about the participant as part of the assessment of the participant.

**Article 7 (Commitment) obligation of the participant**

- 7.1 The participant makes as much effort as possible to successfully complete his/her learning objectives within the agreed term. This is before or at the latest on the planned end date that has been recorded on the BPV front page. In particular, the participant is obliged to actually follow the BPV, and to be present on the days and times agreed with the training company, unless this cannot be expected of him/her due to important reasons.
- 7.2 In case of absence of the BPV, the rules apply to the participant as deployed by the training company as well as the rules which have been agreed in the education agreement between the participant and the institution.

**Article 8 Further agreements with the participant**

- 8.1 If desired, the institution, the participant and the training company can make further individual agreements. For instance about the learning objectives, the support or the assessment of the participant.
- 8.2 These agreements will be recorded in writing in an addendum and therefore form part of the practical agreement.

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

- 9.1 The participant is obliged to observe the rules, regulations and instructions in the interest of order, safety and health, applicable within the company. The training company explains these rules to the participant before the start of the BPV.
- 9.2 The participant is obliged to keep confidential what is entrusted to him/her in confidence or what has come to his/her knowledge as confidential or the confidential character of which he/she must reasonably understand.
- 9.3 The training company takes measures in accordance with the Working Conditions Act that are aimed at the protection of the physical and mental safety of the participant.
- 9.4 The training company is liable for damage which the participant might suffer during or in connection with the BPV, unless the training company shows that it complied with the obligations mentioned in article 7:658 section 1 of the Dutch Civil Code, or damage to a considerable extent is the result of intent or conscious recklessness by the participant.
- 9.5 The training company is liable for the damage which the participant, in the execution of his/her activities during or in connection with the BPV, causes to the (properties of the) training company or

to (the properties of) third parties, unless there is a question of intent or conscious recklessness by the participant.

- 9.6 The institution is indemnified against damage which has occurred to the participant, the training company or third parties in the execution of the BPV.
- 9.7 The liability of the institution is limited in all cases to the conditions and the cover based on this in the insurance taken out by the institution. This means that that liability is limited to the amount to be paid by the insurance company of the institution.

#### **Article 10 Problems and conflicts during the BPV**

- 10.1 In the case of problems or conflicts during the BPV, the participant contacts in the first instance the practical supervisor of the training company and/or the BPV supervisor of the institution. They will try to reach a solution together with the participant.
- 10.2 If the participant finds that the problem or conflict has not been solved to his/her satisfaction and the cause of the problem or conflict is that the training company is not observing or insufficiently observing the agreements in this agreement, in consultation with the BPV supervisor of the institution, the participant can discuss the possibilities.
- 10.3 The participant can submit a complaint via the complaints procedure of the educational institution. The procedure for submitting a complaint can be found on the website of Aeres MBO.
- 10.4 The training company takes measures which are aimed at preventing or combatting forms of sexual intimidation, discrimination, aggression or violence. In the case of sexual intimidation, discrimination, aggression and/or violence, the participant has the right to cease activities immediately without this being a reason for a negative assessment. The participant must report the stoppage immediately to the practical supervisor of the company and the BPV supervisor of the institution. If this is not possible, the participant reports the work stoppage to the confidential counsellor of the training company or of the institution.

#### **Article 11 Data exchange and privacy**

- 11.1 The participant has the right to inspection of the own participant file and more specifically the BPV data processed by the institution.
- 11.2 When exchanging data about the participant, the institution and the training company take account of the Personal Data Protection Act. This means for instance that they deal carefully with the personal data of the participant and that they are transparent about this towards the participant. In the privacy regulation of the institution it has been recorded what data under what circumstances are provided to the training company and when the permission of the participant is required for this.

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

- 12.1 The practical agreement comes into force after the signing of the first BPV front page and is entered into in principle for the duration of the BPV period as mentioned on the BPV front sheet.
- 12.2 The practical agreement terminates by operation of law:
  - a. At the time that the participant has completed the BPV with a positive assessment or in the case of an optional part if the participant has completed the BPV.
  - b. Due to the expiry of the planned end date as mentioned on the BPV front page.
  - c. Due to the end of the education agreement between the participant and the institution.
  - d. Due to the dissolution or loss of legal personality of the training company or if the training company ceases to execute the profession in the company referred to in the practical agreement.
  - e. If the recognition of the training company as referred to in article 7.2.10 of the WEB has expired or has been withdrawn.A termination by operation of law will be confirmed in writing by the institution to the participant and the training company.
- 12.3 The practical agreement can be terminated in mutual consultation between the institution, the participant and the training company, with mutual approval.
- 12.4 The practical agreement can be annulled (extrajudicially):
  - a. By the training company, if despite emphatic (repeated) warning, the participant does not adhere to the code of conduct as referred to in article 9.1 of these provisions.

- b. By one of the parties if, on the grounds of serious circumstances, it can no longer be reasonably expected of this party to have the practical agreement continue.
  - c. By one of the parties if the institution, the participant or the training company does not observe the obligations imposed upon them by law or in the practical agreement.
  - d. By the participant or the training company, if the employment relation (if present) between the participant and the training company is terminated. Employment relation refers to, for instance, an employment contract, working while retaining employment benefit, working via a temporary employment agency, working via JWG.
- 12.5 A dissolution by one of the parties on the grounds of article 12.4 takes place in writing to the other parties with a mention of the reason for dissolution.
- 12.6 Prior to a dissolution on the grounds of article 12.4 under c, the party who does not observe party's obligations must be given the opportunity by the other parties to still observe these obligations within a term of two weeks. A written notice of default is not necessary if observance is continually impossible or if the party has already made it known that the party will no longer observe party's obligations and setting a term is superfluous.

### **Article 13 Replacement location**

- 13.1 If the practical agreement is terminated because the training company does not meet its obligations (the location is not or not fully available, the support is insufficient or lacking, the training company no longer has a favourable assessment as referred to in article 7.2.10 of the WEB or there is a question of other circumstances which mean that the BPV can no longer take place properly), after consultation with SBB, the institution facilitates that an adequate replacement provision is made available to the participant as quickly as possible.

### **Article 14 Final provision**

- 14.1 In the cases for which the practical agreement does not provide, the institution and the training company will decide after consultation with the participant.
- 14.2 If it concerns matters which affect the responsibility of SBB, SBB will be involved in this consultation.

## APPENDIX to the practical agreement

This appendix contains a few articles from the education agreement of the Aeres Group Foundation, part Aeres MBO (*onderwijsvereenkomst van de Stichting Aeres Groep, onderdeel Aeres MBO*), which is referred to in the practical agreement. It concerns articles 13, 15 to 17, 33 and 41 of the education agreement. They are mentioned below:

### Article 13 Costs of the course

- 1 The statutory tuition fees and/or course fees or the training costs (on the basis of custom-made agreements) for an OVO course are associated with following the course, which are communicated to the participant prior to the start of the course. These costs are for the account of the participant;
- 1 All other costs are voluntary costs. In the case of these voluntary costs, a distinction is made between:
  - a. Costs for items which you as a participant must have but which do not need to be purchased via the school or which remain your possession as a participant after following the course.
  - b. Completely voluntary costs.Items which fall under teaching materials and consumables which the participant must possess during the lessons or which remain in the possession of the participant are items such as books, calculator, laptop, tools, photocopies, use (hire) of company clothing, (hire of) a laptop and suchlike.  
Items which fall under the completely voluntary costs are costs for additional insurance, consumables, use of computers of the school, use of the media library, introduction camp, excursion(s), celebrations, projects, rent/deposit for locker/safe, school pass, travel and accommodation costs PTC+ or IPC. For some educational activities, a voluntary contribution is asked (for instance for an excursion). Participants who do not wish to pay this voluntary contribution can be excluded from participation in this activity. They will be offered a replacement task of comparable quality.  
The registration is not made dependent on these other costs. This does not relieve the participants of the obligation of being present for educational activities and having the required teaching materials and materials for the educational activity in question.  
The other costs referred to here will be charged via an order form to be signed and submitted by the participant or his/her legal representative or via the objection to be made against cost items on the school invoice which is sent to the participant.
- 2 In the case of premature termination of the course (article 33 section b to section g and section i), the participant is obliged to pay the costs under article 13.1 and, if ordered, under 13.2.
- 3 Upon request by the person owing tuition fees, repayment of the tuition fees for the academic year in question by a twelfth part for each remaining whole month up to 1 August can only take place if the registration was terminated before 1 May of the academic year in connection with:
  - a. Having successfully completed the course. In this case, the actual end date of the course is the diploma date and that is the date on which the decentral exam committee has established the diploma entitlement of the participant;
  - b. the registration for a course as referred to in article 15, first section, of the implementation decision Tuition Course & Fees Act (*uitvoeringsbesluit les- en cursusgeldwet*) 2000 and provided that registration takes place in the academic year in question,
  - c. death or serious illness of the student, or
  - d. special family circumstances to be determined by ministerial decree.
- 4 Repayment of course fees can take place if the registration is terminated due to having successfully completed the course. Upon request by the person owing the course fees, the course fees will be paid back by a tenth part for every remaining month in the academic year in which the student will no longer be registered. The last two months of the academic year do not count.

Furthermore, upon request by the person owing the course fees, the course fees for the academic year in question will be paid back wholly or partly by a twelfth part for every remaining whole month in that academic year in which the student will no longer be registered, if the registration is terminated:

- a. before the first day on which the lessons start in the academic year,
- b. in connection with the registration at a day school, provided that the registration takes place in the academic year in question,
- c. due to the death or serious illness of the student, to be assessed by the competent authority, or
- d. due to special family circumstances to be determined by ministerial decree.

5 Repayment of training costs (OVO) does not take place.

#### **Article 15 Absence of participant due to illness**

- 1 If the participant is prevented from following the course activities due to illness, he/she must report this as soon as possible, but at the latest on the day of illness before 9.00 hrs to the institution, to the person appointed for this purpose.
- 2 In the case of repeated reporting sick or long-term illness, the educational institution can demand that the participant presents proof from a doctor, wording that he/she is not able to follow the education due to illness.
- 3 In the case of repeated reporting sick or long-term illness, the educational institution and the participant can agree a catch-up route, on the basis of mutual consultation and a mutual commitment.

#### **Article 16 Absence of participant other than due to illness**

- 1 If the participant is prevented from taking part in a timetabled course activity other than due to illness, two working days at the latest before the course activity in question, he/she must request the management of the education institution, or a person appointed by it, to grant leave, while stating the reasons.
- 2 The leave will only be granted if the presence of the participant, in view of the reasons stated, cannot be reasonably expected of the participant.
- 3 The participant who is a member of the Central Participants' Council (*Centrale Deelnemersraad*) will be given the opportunity by the organization offering the work-based learning to attend the meetings of the *Centrale Deelnemersraad*. Incidental attending of activities by the *Centrale Deelnemersraad* by the student will be attuned in consultation with the organization offering the work-based learning.

#### **Article 17 Monitoring in the case of (long-term) absence**

- 1 If the participant falls under the conditions of the Student Grants Act (*Wet op de studiefinanciering*), the institution determines whether the participant has not taken part in the education without a valid reason, for a consecutive period of at least 5 weeks. The institution is obliged to make a note of this and to report this to the Information Management Group (*Informatie Beheer Groep*) in accordance with the conditions mentioned in the WEB, article 8.1.7.
- 2 If the participant, to whom the Compulsory Education Act (*Leerplichtwet*) applies, has been absent without a valid reason for more than 16 hours from lesson or practical activities during a period of four weeks, the institution reports this absence via the digital service desk of the Education Executive Agency (*Dienst Uitvoering Onderwijs, DUO*). The school attendance officer or RMC official will deal further with the report.

#### **Article 33 End of agreement**

This agreement, and therefore the registration of the participant, ends:

- a. by the expiry of the term to which this agreement applies;
- b. because the participant has completed the course with a diploma or certificate(s) from the educational institution;

- c. if the participant has apparently left the educational institution for good, upon the own initiative, within the term to which this agreement refers, having not responded to a repeated written appeal by the educational institution. The ending of the agreement in this way does not affect the obligation of the participant to pay the costs mentioned in article 13 in full;
- d. by the definitive removal of the participant. The ending of the agreement in this way does not affect the obligation of the participant to pay the costs mentioned in article 13 in full;
- e. with mutual approval by the participant and the educational institution after this has been confirmed in writing by both parties;
- f. due to the death of the participant;
- g. in the case that the provisions in article 14 section 2 apply;
- h. in the case that, due to demonstrable force majeure, the educational institution is no longer able to offer the course.
- i. in the case as referred to in article 8.1.1 section 1a WEB (in connection with not having the Dutch nationality and suchlike), by means of immediate dissolution.
- j. With regard to the Professional Practical Skills Course (BBL), if the practical agreement is not present, completely signed, at the institution before 31 December of the year of registration. The ending of the agreement in this way does not affect the obligation of the participant to pay the costs mentioned in article 13 in full.

#### **Article 41 Final provision**

- 1 In the cases which this agreement does not provide for, the educational institution decides, after consultation with the participant.
- 2 Disputes arising from this agreement are presented to the competent court.
- 3 Only Dutch law applies to this agreement.

### **List of terms from the agreement**

In the educational agreement, the following terms have the following meanings:

BBL:	Professional Practical Skills Course;
BOL:	School-based pathway;
Board of Governors:	The Board of Governors is in charge of the educational institution, under the delegated responsibility of the competent authority;
Appeals Board:	The board that assesses an appeal made by the participant;
Participant:	Every student who is registered with the institution;
Lecturers:	Staff members with an educational task;
Inspector:	The education inspector;
Location management:	The location manager and his deputy;
Location rules:	Composition of rules about the rights and obligations of the persons and bodies which form part of the school community;
Minor participant:	The participant who has not reached the age of 18 at the time of signing the education agreement;
Educational institution	The Aeres Foundation, part Aeres MBO;
Parents:	The parents, guardians and carers of the participants;
OVO:	Pathway Other Education – Third Pathway;
Staff members:	The staff connected with the institution;
Secondary cover:	There is a question of an insurance with secondary cover if, in the case of a damage, a liability policy is first addressed on which the primary cover was organized. The insurance that was taken out for the primary cover always precedes.
SBB:	Cooperation organisation for Dutch vocational education organizations
WEB:	Act on education and vocational training.

# Addendum 1 Extra information regarding reimbursement of costs for training companies

(only applies to BBL courses)

On 1 January 2014, the Practical Education Subsidy Regulation (*Subsidieregeling praktijkleren*) came into force. The new regulation applies as a replacement for the Law on the reduction of income tax and national insurance contributions (*Wet vermindering afdracht loonbelasting en premie voor de volksverzekeringen (WVA)*) for the education part.

The *Subsidieregeling praktijkleren* has the objective of encouraging employers to offer practical training places and work training places. The subsidy is a reimbursement for an employer for the costs that it makes for the support of a pupil, participant or student.

Companies can apply for subsidy. In the subsidy regulation, employer refers to: the company or organization that provides the practical part of the course for the participant.

Companies, including training companies, that are a recognized training company and that, from 1 January 2014, offer a practical training place or a work training place to students and participants in various educational sectors can apply for subsidy.

The company receives subsidy in relation to the period in which it has provided support. In this way, someone can start with an employer at any time during the academic year.

If a participant stops, the employer will also receive a proportional reimbursement for the costs that it made for the support. The employer therefore does not need to give a full year of support in order to be able to apply for subsidy.

In order to be eligible for subsidy, the company and/or the course must meet the following conditions:

- The company is a recognized training company (pre-vocational (*vmbo*)/senior secondary vocational (*mbo*)).
- Training companies that are also a recognized training company in the technology sector can, in 2014, also submit a one-off divisional application over the first 13 weeks of 2014.
- The company works on the basis of a valid BBL practical agreement.
- The professional training of the pupil/student/participant falls under the defined sectors that have been indicated under this subsidy regulation.
- The professional training is aimed at a diploma and has been included in the Crebo at DUO.
- The professional training meets the quality standards that the education legislation in question prescribes.

Information about the *subsidieregeling praktijkleren* can be found via the link below:

<http://www.rvo.nl/subsidies-regelingen/subsidieregeling-praktijkleren>

# Addendum 2 Information on insurances during work placement/BPV

For its pupils and students, the Aeres Groep has taken out a collective insurance, a liability insurance and a work placement insurance. These insurances together form the cover for damage that pupils/students suffer and/or cause during the time that they are under the supervision of the school and its staff. The insurances mentioned below are described in the document 'Information on work placement insurances, Aeres Group' (*‘Informatie over stageverzekeringen, Aeres Groep’*), the most recent version of which can be found under the following link <https://www.aeresmbo.nl/over-aeres-mbo/regelingen-en-statuten> . Look on this page under the heading safety/insurances (*veiligheid/verzekeringen*). These amounts mentioned in this addendum can change in the course of the academic year.

## **Collective accident insurance**

It concerns a secondary insurance which applies for the following situations:

- 4 Accidents while coming and going to school, including the stay there,
- 5 Excursions organized by the school under supervision of educational staff,
- 6 Work placement in the Netherlands and/or abroad,
- 7 Travel to and stay abroad of the teacher who visits a pupil/student during his/her work placement.

Accident insurances never pay out for the damage actually suffered, but an amount on the basis of the Glidertax included in the policy conditions. The Glidertax mentions exactly what percentage of the insured sum is paid out for what injury. The payment has no relation whatsoever to the damage actually suffered.

## **Liability insurance for the purpose of the Aeres Group**

The school has taken out a liability insurance (damage to third parties) for students which is in force during school hours and school activities (under which work placements also fall for pre-vocational (*VMBO*) students, *BOL* students and full-time students).

### **Explanation:**

The liability insurance provides schools with a compensation for damage caused to third parties within Europe.

## **The work placement insurance (liability cover during a work placement in the Netherlands)**

With the work placement insurance, the school has secondary insurance against damage which a work placement student causes to the work placement provider. If a work placement student causes damage to the work placement location, the damage must be claimed on the insurances of the work placement provider. The law states that a work placement student is seen as an employee. The employer is then responsible for the student's actions. The work placement provider must insure itself against the financial risk of legal liability for damage by the provider or its employees/work placement students.

It can occur that certain matters are not insured by the employer. It is then possible to claim (secondary) for this damage to the employer caused by the participant/work placement student from the liability insurance of the Aeres Group. With the work placement insurance, the school has secondary insurance for damage that a work placement student causes to the work placement provider during the work placement.

**Note:** damage to or with motor vehicles (also at the work placement address!) is excluded from the cover. In those cases, the insurance that was especially taken out for that motor vehicle (the third party insurance) must therefore be engaged. An exception applies for work placements within the framework of the course Motor Vehicle Mechanics (*motorvoertuigtechniek*) and agricultural and horticultural work placements. In this case, damage to, by or with motor vehicles is insured, but only and exclusively when

the use of the vehicle forms part of the work placement assignment. Going shopping with a company car therefore does not fall under this.

In order to be covered by the work placement insurance, the school must have a work placement agreement signed by the school.

The insurances only apply during the hours that the work placement takes place or lessons are followed and during travel from and to the school/work placement. Outside these hours, these insurances do not apply. The school therefore strongly advises its pupils to take out an own liability insurance.

#### **BBL pupils and dual education:**

The activities that are carried out by these students within the company do not fall under this work placement insurance. The insurance does not consider these activities as a work placement, but as work. The liability insurance must therefore be taken out by the employer or the students themselves.

#### **Work placements abroad:**

Work placements abroad within Europe are also insured by the work placement insurance, with the exception of the USA and Canada. For all foreign work placements, the school advises taking out a IPS (International Passport for Students) insurance. <http://www.studentsinsured.com/ips/>. In this way, matters can be insured which are not or not completely insured with the existing insurances. An alternative to the IPS insurance is the ICS insurance by AON. The student must first test the own insurances and then choose the best additional insurance. This is almost always necessary!!! Take account of: the conditions, the coverage area, the amount of the cover, the duration of the foreign cover and the amount of the premiums.

The Aeres Group has the aim that all the information in this document is up-to-date and correct. However, inaccuracies and incompleteness in the information shown can occur. The Aeres Group refutes every form of liability for inaccuracies or incompleteness of the information mentioned in this document. The policy and accompanying conditions are leading at all times.

#### **Reporting the damage**

- The work placement provider reports the damage to its own insurance company which deals with the report.
- The work placement student completes the damage form.
- The obtained damage report forms are completed and signed by all the parties (pupil, work placement provider, coordinator).
- The central service of the Aeres Group reports the damage to the own insurance company.
- In the absence of the work placement coordinator, the central service of the Aeres Group can be contacted directly (see for the people involved the document under the link at the beginning of this addendum).
- In the case of injury, it is important to report the damage as soon as possible.