## Appendix 6: Articles of the Practical Training Agreement with a start date after 1 August

# Articles of the Practical Training Agreement with a start date after 1 August

*Article 1: Enabling conditions*

1. The Central Student Council of the educational institution has approved the Aeres MBO practical training agreement template and its associated articles.
2. This agreement is concluded between the student, the educational institution and the training company, also referred to in this agreement as 'the parties' and is managed by the educational institution.
3. The student is enrolled at the educational institution.
4. The practical training agreement is exclusively governed by Dutch law.
5. The business or the organisation providing the practical vocational training, the training company, must have received a positive rating from the Foundation for Cooperation on Vocational Education, Training and the Labour Market ( SBB) for the qualification for which the student is enrolled as stated in article 1.5.3 of the Vocational Education Act on the date of signing the Practical Training Agreement.

*Article 2: Nature of the agreement*

1. The articles together with the PVT cover sheet comprise the practical training agreement as stated in article 7.2.8 of the WEB.
2. This agreement contains the general rights and obligations of the parties. Provisions which specifically apply to the practical vocational training to be followed by the student are listed on the practical vocational training sheet. This PVT sheet forms an inseparable part of this agreement. Any reference made in this agreement to 'PVT', means the PVT as listed on the PVT sheet.

*Article 3: Interim amendments*

1. The practical training agreement, more specifically the PVT data listed on the PVT sheet, may be amended or supplemented during the term of the PVT with written or verbal agreement of the parties.
2. If the amendment of PVT data is due to a change in the student's educational pathway the student must first submit a request to the school to change the practical training agreement.
3. The PVT data regarding the study programme for which the PVT is being followed may only be amended at the request of the student. This request may be preceded by a consultation or an advice from the educational institution or the training company.
4. The PVT data regarding the start date and planned end-date, duration and scope of the PVT may also be amended at the request of the training company. This request may only be granted by the educational institution after consultation with, and consent from, the student.
5. In the event of an interim amendment to the PVT data, the PVT sheet will be replaced by a new PVT sheet during the term of the PVT.
6. The educational institution will send the new PVT sheet to the student, and in the case of minors also to their parent(s) or legal representative (s) as soon as possible in writing (on paper or digitally), except in cases where the parent(s) and/or legal representative (s) have indicated that they have agreed not to co-sign the Practical Training Agreement, and to the training company. For the Aeres MBO locations in Friesland, the new PVT sheet will be placed in the student's digital file and in the EduArte Education Portal. The student, and in the case of a minor student, also their parent(s) or legal representative(s), will be informed by e-mail that the new PVT sheet can be found in the EduArte Education Portal. The training company will also receive an e-mail with the new PVT sheet.

7. The student (or their parent(s) or legal representative(s), see article 3.6) and the training company will be given the opportunity to inform the educational institution, either verbally or in writing, of any errors in the contents of the new PVT sheet within 10 working days after the new PVT sheet has been sent.
8. If the student (or their parent(s) and/or legal representative(s), see article 3.6) or the training company indicates that the amended PVT data are incorrect (in accordance with the request, or the consent of the non-requesting party), the educational institution will correct the relevant PVT data.
9. If the student (or their parent(s) and/or legal representative(s), see article 3.6) or the training company informs the educational institution that the PVT data have been amended, but without a request or consent from the student or the training company, the educational institution will cancel the new PVT sheet In this case, the student will continue to follow the PVT with the training company as stated on the original PVT sheet until consent has been given by both parties.
10. If the student (or their parent(s) and/or legal representative(s), see article 3.6) or the training company fail to respond within the term stated in article 3.7, the new PVT sheet replaces the previous PVT sheet and in doing so, becomes part of the practical training agreement.

*Article 4: Content and structure*

1. Practical vocational training is part of any vocational training as stated in the WEB. Practical vocational training takes place on the basis of a practical training agreement at a training company recognised by the SBB. The practical training agreement sets out the arrangements agreed regarding the PVT, allowing the student to gain the knowledge and experience necessary for the qualification/optional component(s). The activities performed by the student in the context of the practical training agreement have an educational goal.
2. The basic principle for practical vocational training are the educational and training goals as described in the study programme guide. The coach/study career counsellor or mentor can refer to the relevant PVT documents.
3. Optional components are an inseparable part of the course on the basis of the revised qualification structure. Following optional components and concluding with an exam is a mandatory element of the study programme. The student chooses the optional components at the start of or during the study programme. This is recorded in an addition enrolment agreement. The student can choose an optional component to be completed (partially) during the PVT. In this case, this will be recorded on the PVT sheet which is an inseparable part of this practical training agreement. Multiple optional components may be followed at a single training company, which may or may not supplement the current practical training agreement

*Article 5: (Reasonable) obligations of the training company*

1. The training company enables the student to attain the agreed educational goals in order to complete their PVT assignments. The training company provides sufficient day-to-day guidance and training for the student in the workplace.
2. The training company appoints a practical trainer who is responsible for providing guidance to the student during the practical vocational training. The student must know who the practical trainer is at the start of the PVT.
3. The training company states that it is prepared to facilitate the assessment of the PVT at the training company's premises by a representative of the educational institute.
4. During the duration of the PVT, the training company will allow the student to receive the education provided by the educational institute in accordance with the prevailing timetable, as well as any tests or exams.
5. The training company gives students who are members of the Central Student Council the opportunity to attend meetings of the Central Student Council. The student's occasional attendance of activities organised by the Central Student Council will be agreed in consultation with the training company.
6. The training company provides the student with the basic equipment and resources necessary for the PVT.
7. The training company reimburses the student for the all the expenses in euros that the student incurs according to the company or by law in order to perform an internship at the company. The reimbursement of expenses includes, for example, travel expenses if these are not reimbursed in any other way, as well as expenses to obtain a Certificate of Good Conduct (VOG), if needed. (This applies to both BOL and BBL students).

8. The Working Hours Act applies for all interns.

*Article 6: (Reasonable) obligations of the educational institute*

1. The educational institution will ensure sufficient supervision by the PVT supervisor. The student must know who the supervisor is at the start of the PVT. The school organizes and participates in the agreed contact moments between student, school and training company.
2. The educational institution records in the accountability document for the internship the elaboration of the number of contact moments, the form and the purpose of the supervision of the student.
3. Each internship must include at least one contact moment between the student, the school, and the training company.
4. The educational institution aims to have at least three contact moments involving the student, the training company, and the school. If the training company is located within a 50 km radius of the institution and the internship lasts longer than three consecutive months, the institution strives to conduct at least one of these contact moments physically at the training company.
If the internship takes place outside this 50 km radius or abroad, the institution aims to have at least one online contact moment with video communication.
7. The PVT supervisor from the educational institution monitors the progress of the practical vocational training by maintaining regular contact with the student and the practical trainer at the training company and monitors the student's progress and that the student's educational goals align with the educational opportunities offered by the training company.
8. The educational institution announces the timetable in good time so that the student and the training company can take this into account.
9. The educational institution has ultimate responsibility for assessing whether the student has succeeded in regard to the component parts of their qualification that were followed in practical vocational training. The assessment procedure and the manner in which the PVT is assessed are both described in the OER (education and examination regulations).
10. The educational institution will take into account the opinions of the training company regarding the student when assessing the student.

*Article 7: (Reasonable) obligations of the student*

1. The student will make their best efforts to successfully complete their educational goals within the agreed timeframe. This is before or no later than the planned end-date stated on the PVT sheet. Specifically, the student is obliged to actually follow the PVT and to attend at the times and dates agreed with the training company, unless this cannot be required of them for compelling reasons.
2. Regarding absence during the PVT, the rules applied by the training company, and the rules stipulated in the Student Charter of the educational institute and the Education and Examination Regulations, apply to the student.

*Article 8: Further agreements with the student*

1. If desired, the educational institute, the student and the training company may make further individual agreements. These may concern the student's educational goals, supervision or assessment, for example.
2. These agreements must be recorded in writing in an addendum 'Training sheet additional support' to this agreement.
3. Adjustments through tailor-made programs for students with a support need, such as adjustments in time, form and workplace, are substantiated in an appendix to the internship agreement.

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

1. The student is obliged to comply with the rules, regulations and instructions in force at the training company, in the interests of order, safety and health. The training company must inform the student of these rules before the start of the PVT.
2. The student is required to treat as confidential all information entrusted to them in confidence or that has come to their attention, and all information which the student should reasonably be expected to understand as confidential.

3. The training company must take measures to safeguard the student's physical and mental safety in compliance with the Dutch Labour Conditions Act
4. By signing the PVT cover sheet, the training company confirms that it has taken out, and will maintain for the duration of the PVT, adequate liability insurance covering damage arising during or in connection with the PVT in accordance with this article.
5. Any damage occurring during PVT hours that is not, or not predominantly, the result of deliberate or grossly negligent conduct on the part of the student shall be borne under the training company's liability insurance and shall not be recovered from the student. This is without prejudice to the student's responsibility to arrange insurance as referred to in article 9.7 when the PVT takes place outside Europe.
6. The training company is liable for damage that the student may suffer during or in connection with the PVT, unless the training company is able to demonstrate that it has complied with the obligations established in article 7:658, paragraph 1, of the Dutch Civil Code, or if the damages are, to a significant extent, the consequence of deliberate or grossly negligent conduct on the part of the student.
5. The training company is liable for damage caused by the student to the (property of the) training company or to (the property of) third parties in connection with the performance of their activities during or in connection with the PVT, unless the damage was the consequence of deliberate or grossly negligent conduct on the part of the student.
6. The educational institution is indemnified for damages arising for the student, the training company or third parties during the performance of the PVT.
7. Students who perform the PVT outside Europe are responsible for taking out their own insurance such as ITS (Insure To Study)[1] to cover the financial risks of causing damage to (the property of) the practical trainer or third parties in the performance of activities connected to the PVT.
8. The liability of the educational institution is limited in all cases to the conditions and the coverage by the educational institution's insurance policies on which they are based. This means that such liability is limited to the amount paid out by the educational institution's insurer.

*Article 10: Problems and conflicts during practical vocational training*

1. In the event of conflicts, sexual harassment, discrimination, aggression or violence during the PVT, the student must initially consult the practical trainer at the training company and/or the PVT supervisor (and/or internal confidential adviser of the educational institution). Together with the student, they will try to resolve the issue.
2. If the student believes that the problem or conflict has not been resolved to their satisfaction and the origin of the problem or conflict lies with the non-compliance or insufficient compliance of the training company with the provisions of this agreement, in consultation with the PVT supervisor (and/or internal confidential adviser of the educational institution) the student may discuss their further options.
3. If the parties fail to reach a satisfactory conclusion by mutual consultation, the student is entitled to file a complaint using the complaints procedure of the educational institution. The procedure for filing a complaint is explained in the Student Charter and on the website.
4. The training company must take preventive measures against all forms of sexual harassment, discrimination, aggression or violence. In cases of sexual harassment, discrimination, aggression or violence, the student has the right to immediately cease their activities without this having any negative consequences for their assessment. The student must report that they have ceased their activities to the practical trainer at the training company and the PVT supervisor at the educational institution immediately. If this is not possible, the student must report that they have ceased their activities to the confidential adviser at the training company or the educational institution.
5. In line with the internship agreement, it must be clear where the student can report discrimination or abuse during the internship to the educational institution, what form support and aftercare take and which steps the institution takes after receiving a report.
6. The education institution must report any serious incidents, PVT-related complaints of a structural nature and/or reports and signals of internship discrimination to the SBB.

*Article 11: Exchange of information and privacy*

1. The student has the right to access their own student file and more specifically the PVT data processed by the educational institution.
2. When exchanging data on the student, the educational institution and the training company must comply with the General Data Protection Regulation. This also includes treating the student's personal data with due care and ensuring transparency regarding this data towards the student. The privacy statement of

the educational institution states the conditions under which the student's data may be provided to the training company and in which cases the student's consent is required.

*Article 12: Duration and termination of the agreement*

1. The practical training agreement takes effect upon signing of the first PVT sheet and is, in principle, entered into for the duration of the PVT term as stated on the PVT sheet.
2. The practical vocational training agreement expires automatically by force of law:
   a. At such time as the student has completed the agreed number of hours and completed the PVT with a positive assessment or in the case of an optional component if the student has completed the agreed number of hours and completed the PVT.
   b. At the time of the planned end-date as stated on the PVT sheet.
   c. By dissolution or loss of legal personality of the training company or if the training company ceases practising the profession stated in the practical training agreement.
   d. By terminating the registration between the student and the institution.
   e. When the certification of the training company as referred to in article 7.2.10 of the WEB[3] has expired or been revoked.

   The educational institution will confirm a termination by automatic force of law in writing to the student and the training company.
3. The practical training agreement may be terminated by mutual agreement between the educational institution, the student and the training company.
4. The practical training agreement may be dissolved (without judicial intervention):
   a. By the training company, if the student, despite express (repeated) warnings, fails to comply with the rules of conduct as stated in article 9.1 and 9.2 of these articles.
   b. By one of the parties, if due to compelling reasons, this party can no longer be reasonably required to continue the practical training agreement.
   c. By one of the parties, if the educational institution, the student or the training company fails to comply with any of its statutory obligations or obligation arising from practical vocational training agreement.
   d. By the student or the training company, if the employment agreement (if present) between the student and the training company is terminated.
5. A dissolution by one of the parties pursuant to article 12.4 must be made in writing to the other parties, stating the reason for dissolution.
6. Prior to any dissolution on the basis of article 12.3 (c), the other parties must give the party failing to meet its obligations a final opportunity to meet their obligations within a period of two weeks. A written notice of default is not necessary if it is no longer possible to meet the obligations being defaulted on or if the party has already stated that it will no longer meet its obligations and that setting a term for compliance is therefore superfluous.

*Article 13: Replacement practical vocational training location*

1. If the practical training agreement is terminated due to the training company's failure to meet its obligations (the practical training location is not or is insufficiently available, supervision is lacking or absent, the training company no longer has a favourable assessment as referred to in article 7.2.10 of the WEB or there are other circumstances that mean the PVT can no longer take place as intended), after consulting with SBB, the school will attempt to find an adequate replacement practical training location for the student as soon as possible.

*Article 14: Final provision*

1. In cases not provided for by the practical training agreement, the educational institution and the training company decide after consulting with the student.
2. In case of matters that involve responsibility of the SBB, the SBB will be involved in these consultations.
3. The agreement is exclusively governed by Dutch law.

# 1. Additional information regarding financial support for training companies
## (only valid for BBL study programmes)

The practice-based learning subsidy scheme came into force on 1 January 2014. The new scheme replaces the Wage Tax and Social Insurance Contributions (Reduced Remittances) Act (WVA) for the education component.

The purpose of the practice-based learning subsidy scheme is to encourage employers to offer practical vocational training placements and apprenticeships. The subsidy compensates employers for the costs incurred for supervising a student.

Companies can apply for a subsidy. For the purpose of the subsidy scheme, "employer" means the company or organisation that provides the practical component of the training for the student. The amount of the subsidy depends on the number of weeks during which the student was supervised during the academic year. Applications for the subsidy are retrospective.

Eligibility is subject to the following conditions[4]:

- The company provides practical supervision to a student of an vocational education and training study programme (MBO) in the block or day release learning path (mbo-bbl);
- The company or organisation was recognised by the SBB as a training company during the period in which supervision was given;
- The training must be aimed at a full diploma and included in the Central Register of Vocational Courses;
- The extracurricular practical component at the company or organisation consists of 610 clock hours;
- The educational institution offers 200 hours of supervised teaching hours (for both funded and non-funded study programmes);
- The student has a practical training agreement, signed by the approved training company, the location management of the educational institution and the student (or their parent(s)/legal representative(s), if the student is a minor);
- A subsidy application only applies for the weeks in which actual supervision of the practical vocational training was given. To be eligible for the maximum subsidy, supervision must be given for a minimum of 40 weeks. Weeks of absence due to illness or holiday, for example, do not qualify as weeks of supervision.