



**AERES**  
**MBO**

**ARTICLES**  
**pertaining to the**  
**PRACTICAL TRAINING AGREEMENT**  
(BOL, BBL, combined pathway BBL/BOL and Other Education)  
2020-2021

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## **Article 1          Preconditions**

- 1.1. The Central Student Council of Aeres MBO agreed with the model practical training agreement(s) of Aeres MBO and the thereto-pertaining Articles.
- 1.2. This agreement is concluded by and between the student, the educational institution and the practical training company, for the purpose of this agreement also referred to as: the 'parties', and is administered by the educational institution.
- 1.3. The student is enrolled with the educational institution on the basis of an education agreement.
- 1.4. Dutch law is exclusively applicable to the practical training agreement.
- 1.5. On the date of signature of the practical training agreement the company or the organisation that provides for the practical vocational training (BPV), the practical training company, disposes of a favourable assessment of the Foundation for Cooperation on Vocational Education, Training and Labour Market (SBB) for the qualification for which the student is enrolled as intended in Section 7.2.10 of the Dutch Education and Vocational Education Act (WEB)<sup>1</sup>.

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

- 2.1. The Articles, together with the BPV cover sheet, form the practical training agreement as intended in Section 7.2.8 of the WEB.<sup>2</sup>
- 2.2. This agreement contains the general rights and obligations of the parties. Arrangements that specifically regard the BPV to be followed by the student are included in the BPV cover sheet. The BPV cover sheet forms an inextricable part of this agreement. Where this agreement refers to 'BPV' this is understood as the BPV as mentioned on the BPV cover sheet.

## **Article 3          Interim changes**

- 3.1. The practical training agreement, and more in particular the BPV details as included on the BPV cover sheet, can be changed or supplemented during the period of the BPV with written or oral consent of the parties.
- 3.2. If the changes in the BPV details derive from a change in the training programme of the student then this must be preceded by a request of the student for a change in the training programme and an adjustment of the education agreement.
- 3.3. The BPV details regarding the course in the context of which the BPV is followed can only be changed at the request of the student. The said request can be preceded by consultation with, or a recommendation of, the educational institution or the practical training company.
- 3.4. The BPV details regarding the start and the scheduled end date, duration and scope of the BPV can be changed at the request of the practical training company. This kind of request can only be honoured by the educational institution after consultation with and with consent of the student.
- 3.5. In case of an interim change in the BPV details the BPV cover sheet is replaced during the term of the BPV by a new BPV cover sheet.
- 3.6. The educational institution sends the new BPV cover sheet to the student (and in case he / she is a minor, also to his / her parent(s) or legal representative(s), barring if it was agreed in the education agreement that the parent(s) and/or legal representative(s) agree with the fact that they do not also sign the practical training agreement) and to the practical training company as soon as possible in writing (in hard copy or digitally).
- 3.7. The student (and potentially the parent(s) and/or legal representative(s), see article 3.6) and the practical training company are given the opportunity to communicate within 10 days after despatch of the new BPV cover sheet in writing or orally to the education institution that the content of the new BPV cover sheet is not correct.
- 3.8. If the student (or potentially the parent(s) and/or legal representative(s), see article 3.6) or the practical training company indicates that the adjusted BPV details are not correct (in accordance with the request or consent of the party who did not submit the request) then the educational institution shall proceed with correction of the relevant BPV details.

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<sup>1</sup> Section 7.2.10 Dutch Education and Vocational Education Act

<sup>2</sup> Section 7.2.8 Dutch Education and Vocational Education Act

- 3.9. If the student (or potentially the parent(s) and/or legal representative(s), see article 3.6) or the practical training company files an objection that is directed against the fact that the BPV details were adjusted without being based on a request or consent then the educational institution shall proceed with cancellation of the new BPV sheet. As the occasion arises, the student continues following the BPV at the practical training company as mentioned on the original BPV sheet, until consent of both parties is yet obtained.
- 3.10. If the student (or potentially the parent(s) and/or legal representative(s), see article 3.6) and/or the practical training company do not react within the time limit of article 3.7 then the new BPV sheet replaces the previous BPV sheet and thus becomes part of the practical training agreement.

#### **Article 4 Content and structure**

- 4.1. BPV is part of each and every vocational course as intended in the WEB. The BPV is carried out at a practical training company recognised by the SBB on the basis of a practical training agreement. In the practical training agreement arrangements are established about the BPV in order that the student is enabled to gain the knowledge and skills required for the qualification and/or elective(s). The activities that are performed by the student in the context of the practical training agreement have a learning function.
- 4.2. Guiding principles of the BPV are the education and development objectives as outlined in the Education and Examination Regulations (OER) of the course. The BPV is based on a substantive plan for the BPV that is included in the OER or to which reference it made in the OER. It must be clear to the practical training company what part of the qualification the student must obtain during his / her BPV. The OER can be downloaded via the website of Aeres MBO<sup>3</sup>.
- 4.3. Electives form an inextricable part of the course on the basis of the revised qualification files. The participation in electives and the conclusion with an examination is a mandatory part of the course. The students selects the electives at the start of or during the course. This is established in the education agreement. The student can select an elective that is (partly) covered during the BPV. As the occasion arises, this is recorded on the BPV sheet, which forms an inextricable part of this practical training agreement. Multiple electives can be followed at one practical training company, whether or not in addition to the existing practical training agreement.

#### **Article 5 (Best efforts) obligation of the practical training company**

- 5.1. The practical training company enables the student to attain the stipulated learning objectives and to thus complete his / her BPV. The practical training company provides for sufficient day-to-day counselling and training of the student at the workplace.
- 5.2. The practical training company designates a practical trainer who is encumbered with the counselling of the student during the BPV. At the start of the BPV the student knows who the practical trainer is.
- 5.3. The practical training company declares to enable assessment of the BPV at the practical training company by an official of the educational institution.
- 5.4. The student is given the opportunity by the practical training company to participate in the education that is offered by the educational institution according to the applicable timetable as also in tests and examinations during the BPV period.

#### **Article 6 (Best efforts) obligation of the education institution**

- 6.1. The educational institution provides for sufficient counselling by the BPV counsellor of the educational institution. At the start of the BPV the student knows who the counsellor is.
- 6.2. The BPV counsellor from the educational institution follows the progression of the BPV by maintaining regular contact with the student and with the practical trainer of the practical training company and safeguards the progress of and the alignment of the learning objectives of the student with the learning possibilities within the company.
- 6.3. The educational institution communicates the timetable in a timely fashion so that the student and the practical training company can take this into account.

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<sup>3</sup> The Education and Examination Regulations can be found at <https://www.aeresmbo.nl/over-aeres-mbo/regelingen-en-statuten>

- 6.4. The educational institution is ultimately responsible for the assessment as to whether the student realised the components of the qualification that were followed during the BPV. The procedure of the assessment and the manner of assessment of the BPV are outlined in the BPV Guide.
- 6.5. The educational institution includes the opinion of the practical training company concerning the student as part of the assessment of the student.

#### **Article 7 (Best efforts) obligation of the student**

- 7.1. The student makes his / her best effort to complete his / her learning objectives successfully within the stipulated period. This takes place prior to or at the latest on the scheduled end date, which is included on the BPV cover sheet. The student is, in particular, held to actually follow the BPV and to be present on the days and times stipulated with the practical training agreement, unless this cannot be expected of him / her on account of compelling reasons.
- 7.2. The rules as applied by the practical training company are applicable to the student in terms of absence during the BPV as well as the rules stipulated by and between the student and the educational institution in the education agreement.

#### **Article 8 Further arrangements with the student**

- 8.1. If so required, the educational institution, the student and the practical training company can agree on further individual arrangements. For instance, about the learning objectives, the counselling or the assessment of the student.
- 8.2. The said arrangements shall be established in writing in an addendum and form part of the practical training agreement.

#### **Article 9 Rules of conduct, safety and liability**

- 9.1. The student is held to observe the rules, regulations and instructions in the interest of order, safety and health applicable within the practical training company. The practical training company informs the student of the said rules prior to the start of the BPV.
- 9.2. The student is held to keep everything that is entrusted to him / her subject to confidentiality or the secrets that came to his / her knowledge or of which he / she must reasonably understand the confidential nature, secret.
- 9.3. The practical training company takes measures according to the Dutch Working Conditions Act<sup>4</sup> that are aimed at the protection of the physical and mental safety of the student.
- 9.4. The practical training company is liable for damages that the student may incur during or in connection with the BPV, unless the practical training company demonstrates that it complied with the obligations set forth in Section 658 Subsection 1 of Book 7 of the Dutch Civil Code<sup>5</sup> or that the damages are to an important degree the result of intent or intentional recklessness of the student.
- 9.5. The practical training company is liable for the damages that the student inflicts on the (assets of the) practical training company or on (the assets of) third parties during the performance of his / her activities during or in connection with the BPV, unless there is question of intent or intentional recklessness of the student.
- 9.6. The educational institution is indemnified against damages that are inflicted on the student, the practical training company or third parties during the performance of the BPV.
- 9.7. The Aeres Group took out secondary liability insurance for students<sup>6</sup>, which applies during an approved BPV. The liability of the educational institution is in all instances limited to the conditions and the cover based on the same in the insurance taken out by the educational institution. This implies that the said liability is limited to the amount payable by the insurance company of the educational institution.

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<sup>4</sup> Dutch Working Conditions Act

<sup>5</sup> Section 658 of Book 7 of the Dutch Civil Code

<sup>6</sup> For more information about the secondary liability insurance, see <https://www.aeres.nl/verantwoording/klachten-regelingen>

#### **Article 10 Problems and conflicts during the practical vocational training**

- 10.1. In case of problems or conflicts during the BPV the student initially addresses the practical trainer of the practical training company and/or the BPV counsellor of the institution. They try to solve the problems in association with the student.
- 10.2. If the student is of the opinion that the problem or conflict was not solved satisfactorily and the cause of the problem or conflict is that the practical training company does not comply with the arrangements laid down in this agreement, or not sufficiently, then the student can discuss the possibilities in consultation with the BPV counsellor of the educational institution.
- 10.3. If the parties cannot reach agreement in joint consultation then the student can submit a complaint via the complaints procedure of the educational institution. The procedure for the submission of a complaint is included in the education agreement that the student concluded with the educational institution.
- 10.4. The practical training company takes measures that are aimed at the prevention or repression of forms of sexual intimidation, discrimination, aggression or violence. In case of sexual intimidation, discrimination, aggression and/or violence the student is entitled to discontinue the activities with immediate effect, without the latter giving cause to a negative assessment. The student must immediately report the interruption of the work to the practical trainer of the practical training company and the BPV counsellor of the educational institution. If this is not possible then the student reports the interruption of the work to the confidential counsellor of the practical training company or of the educational institution.

#### **Article 11 Exchange of data and privacy**

- 11.1. The student is entitled to insight into the personal student file and, more in particular, in the BPV data processed by the educational institution.
- 11.2. When exchanging data about the student the educational institution and the practical training company observe the General Data Protection Regulation. This implies that, inter alia, they handle the personal data of the student diligently and that they are transparent about this in respect of the student. The privacy regulations of the educational institution state what data of the student are supplied to the practical training company under what conditions and when consent of the student is required for this.

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

- 12.1. The practical training agreement takes effect after signature of the first BPV sheet and is basically concluded for the term of the BPV period as mentioned on the BPV cover sheet.
- 12.2. The practical training agreement comes to an end by operation of law:
  - a. At the moment that the student completed the stipulated number of hours and concluded the BPV with a positive assessment or, in case of an elective, if the student completed the stipulated number of hours and concluded the BPV.
  - b. Following the expiry of the scheduled end date as mentioned on the BPV sheet.
  - c. Following the termination of the education agreement between the student and the educational institution.
  - d. Following dissolution or loss of legal personality of the practical training company or if the practical training company ceases to carry on the profession specified in the practical training agreement at the indicated practical training company.
  - e. If the recognition of the practical training company as intended in Section 7.2.10 of the WEB<sup>7</sup> has expired or was revoked.Termination by operation of law shall be confirmed to the student and the practical training company by the educational institution in writing.
- 12.3. The practical training agreement can be terminated by joint consent in mutual consultation between the educational institution, the student and the practical training company.
- 12.4. The practical training agreement can be rescinded (out of court):

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<sup>7</sup> Section 7.2.10 Dutch Education and Vocational Education Act

- a. By the practical training company if the student, despite express (repeated) warning, does not comply with the rules of conduct as intended in article 9.1 of these Articles.
  - b. By one of the parties if, on account of compelling circumstances, it can reasonably no longer be requested of the said party that the practical training agreement is continued.
  - c. By one of the parties if the educational institution, the student or the practical training company does not comply with the obligations vested in the same by law or pursuant to the practical training agreement.
  - d. By the student or the practical training company if the employment agreement (where applicable) between the student and the practical training company is terminated.
- 12.5. Rescission by one of the parties in pursuance of article 12.4 takes place in writing to the other parties with reference to the reason for the rescission.
- 12.6. Prior to rescission in pursuance of article 12.3 paragraph c the party who does not comply with its obligations must have been given the opportunity by the other parties to yet comply with the said obligations within a period of two weeks. A written notice of default is not required if compliance is permanently impossible or if the party has already indicated that it / he / she shall no longer comply with the said obligations and the imposition of a time limit is redundant.

### **Article 13 Alternative practical training place**

- 13.1. If the practical training agreement is terminated on account of the fact that the practical training company does not comply with its obligations (the practical training place is not available or insufficiently, the counselling fails or is unavailable, the practical training company no longer disposes of a favourable assessment as intended in Section 7.2.10 of the WEB<sup>8</sup> or there is question of circumstances that imply that the BPV can no longer take place properly) then the educational institution promotes, after consultation with SBB, that a sufficient, alternative facility is made available for the student as soon as possible.

### **Article 14 Closing provision**

- 14.1. In the instances not foreseen by the practical training agreement the educational institution and the practical training company decide after consultation with the student.
- 14.2. If it regards matters that fall under the responsibility of the SBB then the SBB is involved in the said consultation.

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<sup>8</sup> Section 7.2.10 Dutch Education and Vocational Education Act

# Bijvoegsel 1 Additional information about expenses allowance for practical training companies (only applies to BBL courses)

On 1 January 2014 the Dutch Practical Training (Funding) Regulations took effect. The new regulations are applicable as replacement of the Dutch Payroll Tax and National Insurance Contributions Payment Reduction Act for the education share.

The Dutch Practical Training (Funding) Regulations have the objective of stimulating employers to offer practical training places and work placement places. The funding is an allowance for an employer for the expenses incurred by the employer for the counselling of a student.

Companies can apply for funding. For the purpose of the funding regulations employer is understood as the company or the organisation that provides for the practical part of the training for the student. The level of the funding depends on the number of weeks that the student was counselled in the study year and it is requested afterwards.

To qualify, the following conditions apply<sup>9</sup>:

- The company offers practical counselling to a student of an MBO (senior secondary vocational education) course in the practical training pathway (MBO-BBL);
- The company or organisation was recognised by the SBB as a practical training company for the period during which the counselling took place;
- The course must focus on a complete diploma and must have been included in the crebo;
- The out-of-school practical part at the company or organisation comprises 610 clock hours;
- The education institution offers 200 hours of educational support hours (both for funded and unfunded courses);
- The student disposes of a practical training agreement that was signed by the recognised practical training company, the location board of the educational institution and the student (or his / her legal representative, if the student is a minor);
- The funding can only be requested for the weeks during which counselling actually took place during the practical training. To qualify for the maximum funding amount, a minimum of 40 weeks of counselling must have been provided. Weeks of absence due to, for instance, sickness or holidays, do not qualify as weeks of counselling.

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<sup>9</sup> More information is available on the website of the Netherlands Enterprise Agency via: <https://www.rvo.nl/subsidie-en-financieringswijzer/subsidieregeling-praktijkleren/voorwaarden/mbo>