



GENERAL TERMS AND CONDITIONS OF THE WORK PLACEMENT AGREEMENT

(BPV and other work placements)
ROC van Amsterdam - Flevoland

Publication	: ROC van Amsterdam - Flevoland
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Reference	: General Terms and Conditions of the Work
Placement Agreement ROCvA-ROCvF Adopted by the	:
Executive Board on	: July 2021
Available for Platform OR ROCvA and OR ROCvF	: n/a
Available for CSR ROCvA and ROCvF	: DD-MM-YYYY for information purposes
Available for GMR VOvA	: n/a

Table of contents

Introduction.....	3
1. Clarification of the document.....	4
2. The Work Placement Agreement	4
A. Scope	4
B. The structure of the Work Placement Agreement.....	4
C. The Work Placement Form	4
D. The Optional Subject Work Placement Form	4
E. The General Terms and Conditions	6
3. Changes to, and termination of, the Work Placement Agreement	6
A. Start of the work placement	6
B. Signing the Work Placement Agreement.....	6
C. Changing the Work Placement Agreement	7
D. Procedure in the event of changes to forms.....	7
E. End of the Work Placement Agreement	7
F. Substitute work placement location.....	8
G. New Work Placement Agreement	8
4. Obligations of the parties	8
A. (Best endeavours) obligation of the work placement company.....	8
B. (Best endeavours) obligation of the educational institution.....	9
C. (Best endeavours) obligation of the student	10
5. Privacy.....	11
6. Non-fulfilment of (compliance with the) obligations	11
7. Liability for loss or damage*	11
8. Disputes* (problems) and complaints.....	12
9. Final stipulations	12

Introduction

The work placement is an important part of the course and practical vocational learning¹ is governed by the Work Placement Agreement. The Work Placement Agreement is signed by three parties, namely the student, the work placement company and the educational institution. The General Terms and Conditions describe the rights and obligations of the student, the work placement company and the educational institution and also refer to other documents, such as the Education and Examination Regulations [Onderwijs- en Examenregeling] (OER). The latest versions of these documents can be found on the website² of the educational institution.

Article 1 gives an explanation as to why certain elements are marked or numbered. Article 2 contains an explanation of the structure of the work placement agreement. Article 3 focuses on the work placement from the beginning to the end and also explains how changes are dealt with. Article 4 explains the obligations of all the parties in more detail (student, work placement company and educational institution). Article 5 is devoted to the privacy of the parties' personal data. Article 6 explains what happens if someone does not comply with the obligations. Article 7 discusses the issue of liability during the work placement. Disputes and complaints are discussed in Article 8. Article 9 contains the final stipulations (the remainder of the conditions).

The educational institution has worked together with the Central Student Council [Centrale Studentenraad] (CSR) to make the text as clear as possible. Because this document is a legal contract, it contains difficult terms and abbreviations which are clarified in a separate document³. Any student who does not understand something should contact the guidance counsellor/mentor.

The Director of the Education Information Services
ROC van Amsterdam - Flevoland-Flevoland

¹ This is also referred to as BPV. BPV stands for 'Beroepspraktijk Vorming' in Dutch, which can be translated as 'practical vocational training'.

² <https://www.ROCvA-ROCVF.nl/Footermenu/Info-voor-studenten>

³ The Glossary can be found on the website of the educational institution.

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCVF Adopted by the Executive Board on	: DD-MM-YYYY

1. Clarification of the document

- Words that start with a capital letter are documents which can be found on the website.
- Words in the text which are accompanied by an asterisk* on the first occasion are explained in the Glossary on the website⁴. First a clarification is given in everyday language and then in accordance with the law.
- We call words followed by a number 'footnotes' and these appear at the end of the page and contain details, or a reference to the relevant legal clause.

2. The Work Placement Agreement

A. Scope

- 2.1 The student is registered with the educational institution because s/he has an Education Agreement* and is not an examination participant.
- 2.2 The ROC van Amsterdam - Flevoland-Flevoland uses a single agreement for practical vocational learning, which is called the Work Placement Agreement*. The Work Placement Agreement applies both to BPV⁵ and to other work placements for contract education*.
- 2.3 The Work Placement Agreement is concluded between the student, the educational institution and the work placement company*, and are also referred to in that agreement as 'the parties'. The Work Placement Agreement is managed by the educational institution in accordance with the law.
- 2.4 The educational institution sends the Work Placement Form to the student's email address at the institution and to the (email) address of the work placement company. The same applies to all other communication with the student and the work placement company.

B. The structure of the Work Placement Agreement

- 2.5 The Work Placement Agreement consists of a Work Placement Form* and these General Terms and Conditions. The Work Placement Agreement can be supplemented with annexes, additional agreements between the educational institution, the work placement company and the student and these documents will then form a single integral whole with the agreement.
- 2.6 The Work Placement Agreement can be supplemented with an Optional Subject Work Placement Form* and this document will then form a single integral whole with the agreement⁶.

C. The Work Placement Form

- 2.7 The Work Placement Form contains the agreement regarding the work placement which the student is going to do. The Work Placement Form is a fixed element of this agreement. Wherever this agreement refers to 'work placement' we mean the work placement for the course stated on the Work Placement Form.

D. The Optional Subject Work Placement Form

⁴ The link to the website is <https://www.ROCvA-ROCvF.nl/Footermenu/Info-voor-studenten>.

⁴ Practical Vocational Training [Beroepspraktijkvorming] (BPV)* in accordance with Article 7.2.8, paragraph 1 of the Adult and Vocational Education Act [Wet Educatie en Beroepsonderwijs] (WEB), hereinafter also referred to as the BPV work placement*.

⁶ If only an Optional Subjects Work Placement is agreed, the agreement will consist of an Optional Subject Work Placement Form and these General Terms and Conditions. As from 1 August 2016 the educational institution has provided optional subjects for all courses which started at that time.

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY

- 2.8 The educational institution can require students to fulfil their optional subject obligation, wholly or partially,⁷ via a separate work placement as can be laid down in an Optional Subject Work Placement Form.
- 2.9 The (Optional Subject) Work Placement Form is an inextricable part of the Work Placement Agreement and applies for the same length of time as the work placement.

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY

E. The General Terms and Conditions

- 2.10 The General Terms and Conditions of this Work Placement Agreement contain the rights and obligations of the student, the work placement company and the educational institution.
- 2.11 Changes and additions to these General Terms and Conditions are only valid if the Central Student Council [Centrale Studentenraad] (CSR) has given permission. Changes and additions will be decided on by the Executive Board.
- 2.12 The latest General Terms and Conditions can always be found on the website of the educational institution.
- 2.13 The changes or additions also apply to Work Placement Agreements which have already been concluded, except when this is not reasonable and fair.

3. Changes to, and termination of, the Work Placement Agreement

A. Start of the work placement

- 3.1 If a Certificate of Good Conduct [Verklaring Omtrent het Gedrag] (VOG)* or a Declaration of No Objection [Verklaring van Geen Bezwaar] (VGB)* is required in order to do a work placement, the work placement company can terminate the Work Placement Agreement immediately if no VOG or VGB is provided.
The educational institution can then also terminate the Education Agreement. The requirement to have a VOG or VGB before the start of the work placement is detailed on the website and/or in the Education and Examination Regulations [Onderwijs- en Examenreglement] (OER).
- 3.2 A BPV work placement can only be done at a work placement company which has been recognised by the Cooperation Organisation for Vocational Education, Training and the Labour Market [Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven] (SBB)⁸. Before a BPV starts the parties conclude a Work Placement Agreement.
The Work Placement Agreement contains the agreements on the BPV so that the student can obtain the knowledge and experience required for the qualification*/the optional subject. The activities carried out by the student in connection with the Work Placement Agreement are intended to help them learn.
- 3.3 The educational institution determines when a student is allowed to do the work placement and the requirements that have to be fulfilled. The work placement hours and education and training targets which apply to the course are included in the Education and Examination Regulations (OER) and/or Work Placement Manual of the course.

B. Signing the Work Placement Agreement

- 3.4 The initial Work Placement Form is always signed by each party.
- 3.5 From the age of 16 students are allowed to sign their Work Placement Agreement themselves, unless their parents object. Students aged under 18 (but above 16) can sign their Work Placement Agreement and/or Vocational Orientation Document and any annexes themselves if their parents/legal representative add(s) a declaration of consent to the initial Vocational Course Form which accompanies the Education Agreement.
- 3.6 If the parent/legal representative objects to the students signing themselves, they can complete the (web) form entitled '[Objection to the Declaration of Consent](https://www.ROCvA-ROCVF.nl/Overig/Bezwaar-instemmingsverklaring)<https://www.ROCvA-ROCVF.nl/Overig/Bezwaar-instemmingsverklaring>'* <https://www.ROCvA-ROCVF.nl/Overig/Bezwaar-instemmingsverklaring> and send it to the Student Affairs Office. The (changed) work placement form will then be sent to the parents/legal representative by post. The Education Agreement must then be drawn up and signed again.

⁸ SBB = Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven or Cooperation Organisation for Vocational Education, Training and the Labour Market, which regulates work placement companies.

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCVF Adopted by the Executive Board on	: DD-MM-YYYY

- 3.7 The work placement can only begin after the work placement company and the educational institution have signed. A digital signature can also be added at the bottom of the agreement⁹.

C. Changing the Work Placement Agreement

- 3.8 The Work Placement Agreement can be changed at the student's request after consulting the practical trainer of the work placement company and the school guidance counsellor* of the course. All the parties have to agree and the new work placement must fulfil the same statutory requirements.

The student must fulfil the admission criteria for the new work placement.

The admission criteria are included in the Education and Examination Regulations (OER) and/or Work Placement Manual of the course. The course and/or the work placement company will decide whether the student will be admitted or not. As far as the work placement company is concerned it is important whether it is allowed (this has to do with recognition, able and willing to conduct the work placement).

- 3.9 We refer to changes to the Work Placement Agreement in conjunction with:

a. An addition

The student wants to do an Optional Subject work placement at the same work placement company. This can be arranged by adding an Optional Subject Work Placement Form to the Work Placement Agreement.

b. An extension

The Work Placement Agreement can be extended if all the parties (student, work placement company and educational institution) agree. If this is the case, a new (Optional Subject) Work Placement Form will be generated.

c. A change

The student changes:

- study programme (CREBO);
- learning pathway;
- course level within the vocational course (from domain to qualification file to qualification).

In the situation under c the Education Agreement must first be changed.

d. Change to the Optional Subject Work Placement Form

This is the case if the student wishes to do (a) different Optional Subject(s).

D. Procedure in the event of changes to forms

If the parties (student, work placement company and educational institution) have not changed, the following procedure can be used in the event of changes:

- 3.10 In the event that the Work Placement Form or the Optional Subject Work Placement Form is changed, the educational institution will replace the form with a new form. The educational institution sends the changed form to the student's email address at the institution and to the (email) address of the work placement company.
- 3.11 If the student is under 18, the changed form will also be sent by post to the student's parents/legal representative, unless the declaration of consent has been signed (in accordance with Article 3.6 above).
- 3.12 If the student¹⁰ (and/or the work placement company) do not agree to the change, this must be reported to the Student Affairs Office in writing (letter or email) within 10 school days*.
- 3.13 If an objection is made to the change, the old form will continue to be valid. If no objection is made within 10 school days, the new form will be valid.

E. End of the Work Placement Agreement

- 3.14 The Work Placement Agreement will end automatically (in accordance with the law):
- a. at the end of the agreed period;

⁹ If the educational institution uses a digital signature, this will be a reliable in accordance with the legal rules (Article 3:15A of the Dutch Civil Code (BW)).

¹⁰ Or parent/legal representative if the student is under the age of 18.

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY

- b. when the number of hours agreed on the (Optional Subject) Work Placement Form has been reached;
 - c. by the student successfully fulfilling the agreed learning objectives* in the work placement.
 - d. if the Education Agreement between the student and the educational institution ends;
 - e. by dissolution or loss of legal personality (legal form) of the work placement company or when the work placement company ceases to practise the profession or run the business referred to in the Work Placement Agreement or;
 - f. if the recognition of the work placement company¹¹ has lapsed or been withdrawn.
- 3.15 In the event that the work placement stops because the number of agreed hours has been reached (3.14.b) or the learning objectives have been fulfilled (3.14.c) before the planned end date, it will be possible for the student and the work placement company to make new arrangements about how to use the time until the (already) scheduled end date. Because the Work Placement Agreement has legally been terminated in these cases, the educational institution will not be party to this possible arrangement.
- 3.16 The educational institution will confirm a legal termination to the student and the work placement company in writing (letter or email).

F. Substitute work placement location

- 3.17 If the Work Placement Agreement is terminated because the work placement company has not fulfilled its legal¹² obligations, the educational institution will ensure, after consulting with SBB, that an adequate substitute provision is made available to the student as soon as possible.

G. New Work Placement Agreement

- 3.18 A new Work Placement Agreement must be concluded in the following situations:
- a. Per training location:
The student does, simultaneously or otherwise, a work placement at more than one work placement company. In that case a Work Placement Agreement must be concluded for each work placement company.
 - b. Per work placement period:
If a follow-up work placement is not concluded consecutively at the same work placement company: a new (signed) Work Placement Agreement must be concluded for a new work placement period.
 - c. Per course:
The student is going to do a work placement for two courses at a single work placement company (CREBOS).
 - d. Per education agreement:
The student has successfully graduated from a course and is going to do a new course. The student must conclude a new Education Agreement and a new Work Placement Agreement.

4. Obligations of the parties

The following are the rights and obligations of the parties with regard to the work placement¹³.

A. (Best endeavours) obligation of the work placement company

A1 Guidance and supervision

- 4.1 The work placement company must ensure that students achieve the agreed learning objectives* so that they can conclude their work placement with a positive result. The work

¹¹ As referred to in Article 7.2.9, paragraph 2 Adult and Vocational Education Act (WEB).

¹² Article 7.2.10 of the Adult and Vocational Education Act (WEB).

¹³ Students are also subject to other written agreements which can be found at <https://www.ROCvA-ROCvF.nl/Footermenu/Info-for-studenten>.

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY

placement company must provide sufficient daily guidance and training for the student at the work placement location.

- 4.2 The work placement company will appoint a practical trainer who is responsible for supervising the student during the work placement. The practical trainer's name will be included in the Work Placement Manual.
- 4.3 The work placement company is prepared to facilitate an assessment of the work placement at the work placement company by an employee of the educational institution.

A2 Exemptions and timekeeping

- 4.4 The work placement company will arrange for the student to participate in education provided by the educational institution during the work placement period in accordance with the schedule. The same applies to participation in tests or exams.
- 4.5 The work placement company will inform the student of the working hours and working location before the work placement starts. The work placement company will discuss any changes with the student in advance.
- 4.6 The work placement company will sign the student's work placement timesheet for approval each week.
- 4.7 The work placement company will give students who are members of the Central Student Council an exemption* from work placement hours for Student Council activities¹⁴.

A3 Compliance with legislation

- 4.8 The work placement company is a work placement company recognised (provisionally) by SBB. The work placement company fulfils the (statutory¹⁵) conditions for offering a BPV work placement.
- 4.9 In accordance with the Working Conditions Act [Arbeidsomstandighedenwet] the work placement company will take measures aimed at protecting students' physical and mental safety¹⁶.

A4. Problems/differences of opinion in the context of sexual intimidation (threat), discrimination, aggression or violence

- 4.10 The work placement company will take measures aimed at preventing or combating forms of sexual intimidation, discrimination, aggression or violence.
- 4.11 In such situations students are entitled to stop working immediately without this being a reason for a negative assessment. Students must report the fact that they have stopped working directly to the practical trainer and the school guidance counsellor. If this is impossible, students will report the fact that they have stopped working to the confidential counsellor of the work placement company or the educational institution.

B. (Best endeavours) obligation of the educational institution

B1 Guidance and supervision

- 4.12 The educational institution will appoint a school guidance counsellor¹⁷ to supervise the work placement and be the contact person for students and the work placement company. The details of the school guidance counsellor can be found in the Work Placement Manual.

B2 Tasks of the educational institution

- 4.13 The educational institution has the following tasks and responsibilities:
- a. It has final responsibility for assessing whether the student has passed the work placement.
- The way in which the work placement is assessed is detailed in the Examination Regulations, the Work Placement Manual and the course OER¹⁸.

¹⁴ These activities include meetings, study days, conferences, official inaugurations and visits to national and international partners. The student's Work Placement Agreement must include a Student Council Participation annex.

¹⁵ See Article 7.2.10 of the Adult and Vocational Education Act (WEB).

¹⁶ Obligations based on Article 7:658 of the Dutch Civil Code (BW).

¹⁷ This person is also referred to as the work placement coordinator or work placement supervisor.

¹⁸ OER = Teaching and Examination Regulations [Onderwijs en Examenregeling]

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY

- The educational institution will take the opinion of the work placement company regarding the student into account in its assessment of the student.
- b. It must publish the schedule on time so that the student and the work placement company know where they stand.
- c. It must provide guidance to students who are obliged to attend education and obtain a qualification* and who are not eligible for an obligatory VOG or VGB as they move to another course.
- d. It must ensure that the work placement assignments comply with the applicable rules.

B2 Tasks of the school guidance counsellor

- 4.14 The school guidance counsellor has the following tasks and responsibilities:
- a. The school guidance counsellor must monitor the progress of the work placement.
 - b. The school guidance counsellor must check whether the work placement aligns sufficiently with the student's learning objectives.
 - c. The school guidance counsellor must hold at least 2 meetings with the work placement company and the student.
 - d. The school guidance counsellor must be in regular contact with the student.

C. (Best endeavours) obligation of the student

C1 Fulfilment of obligations

- 4.15 Before the work placement starts the student must have a VOG or VGB if these are obligatory.
- 4.16 The student is obliged to comply with the rules which apply at the work placement company with regard to order and health and safety. The work placement company will give the student information about these rules before the work placement starts.
- 4.17 The student must comply with reasonable instructions issued by the work placement company in relation to the work placement.

C2 Absenteeism

- 4.18 The student is obliged to attend the work placement at the work placement company on the agreed days and keep to the working hours agreed with the work placement company.
- 4.19 If the student is absent during the work placement, the rules for attendance of the work placement company and the educational institution will apply.

C3 Effort and conduct

- 4.20 Students will make every effort to fulfil their learning objectives successfully within the agreed period of time.
- 4.21 Misconduct* on the part of a student can result in cancellation (the end) of the work placement. Among other things misconduct means:
- a. having, or being under the influence of, (prohibited) substances, alcohol or drugs, or being otherwise unable to perform tasks properly;
 - b. having, and/or being under the influence of, (prohibited) substances and weapons;
 - c. repeatedly being absent from the work placement or arriving late;
 - d. doing something during the work placement which is against the law, or the existence of a reasonable suspicion of a student being guilty of a criminal offence;

C4 Financial obligations

- 4.22 Students who attend a work-based learning track [Beroepsbegeleidende leerweg] (BBL) can give the work placement company permission (authorise) to pay the legally due course fee and other training costs on their behalf. This is agreed in writing in a third-party authorisation*. More information can be found on the website.
- 4.23 By signing the third-party authorisation the work placement company indicates that the company will pay the legally due course fee and/or other training costs for the student. The third-party authorisation will continue to apply during the work placement, except if it is terminated in writing by the work placement company.
- 4.24 The student will always be personally responsible for paying the course fee on time.

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY

4.25 The student must pay the educational institution's bills within 4 weeks. If a bill is not paid on time, the student will have to pay the extra costs which arise.

C5 Confidentiality

4.26 Students are obliged to keep secret anything they are told or hear which is confidential and/or with regard to which it is clear should not be passed on to others.

5. Privacy

5.1 Data relating to students and the work placement company will be processed in accordance with the General Data Protection Regulation and other applicable rules.

5.2 Students are allowed to inspect their digital student files, including their Work Placement Agreement, at the Student Affairs Office. The exact procedure can be found in the Privacy Regulations on the website.

5.3 By signing the Work Placement Agreement the parties agree to exchange information which is necessary for proper execution of the Work Placement Agreement.

6. Non-fulfilment of (compliance with the) obligations

6.1 The Work Placement Agreement can be cancelled by a party:

- a. if the students behaves in such a way that the work placement company or the educational institution cannot be expected to allow the Work Placement Agreement to continue;
- b. if, due to urgent circumstances, one of the parties cannot be expected to allow the Work Placement Agreement to continue;
- c. if the obligations in this Work Placement Agreement are not, or insufficiently, fulfilled despite consultations having taken place;
- d. if it has transpired that the student is unable to carry out the workplace and assignments satisfactorily, despite discussions on the issue and extra supervision;
- e. if all the parties (educational institution, work placement company and the student) agree.

6.2 The Work Placement Agreement will only end after the parties have held a meeting to assess whether termination can be prevented. The work placement will be terminated in writing in a letter or email sent to the parties.

7. Liability for loss or damage*

7.1 The work placement company is responsible for managing the student during the work placement. The work placement company is liable for loss or damage which the student might suffer during, or in connection with, the work placement, unless it has fulfilled its duty of care¹⁹, or unless the loss or damage is, to a significant degree, the consequence of intent* or deliberate recklessness* on the part of the student.

7.2 The work placement company is liable for the loss or damage which the student causes during, or in connection with, the work placement, to (the property of) the work placement company or third parties²⁰. This does not apply if the student causes the loss or damage deliberately (intent), or without thinking about the consequences (deliberate recklessness).

7.3 The work placement company declares that it is insured against the financial risk of (business) liability as referred to in paragraphs 7.1 and 7.2. This cover must also apply to students.

7.4 The work placement company will not hold the educational institution liable (indemnifies*) for loss or damage which it or third parties suffer due to the execution of the Work Placement Agreement by the student, except insofar as the loss or damage is predominantly the consequence of intent* or gross negligence* on the part of the educational institution.

¹⁹ This is stated in Article 7:678, paragraph 1 of the Dutch Civil Code (BW).

²⁰ This means property of, for example, customers of the work placement company. One example is a customer's car which is in the garage (work placement company).

Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY

8. Disputes* (problems) and complaints

- 8.1 In the event of any problems during the work placement the parties will try to find a solution together.
- 8.2 If the discussion of the problem does not lead to a result which is acceptable to the student, the student can submit a complaint to the educational institution. The procedure for submitting a complaint can be found in the Complaints Regulations on the website.
- 8.3 If the discussion of the problem does not lead to result which is acceptable to the work placement company, the work placement company can submit a complaint to the board of the MBO College that is referred to in the Work Placement Agreement.
- 8.4 Any party can submit a dispute (difference of opinion) resulting from this agreement to the competent court in Amsterdam.

9. Final stipulations

- 9.1 In instances not provided for by the Work Placement Agreement the educational institution and the work placement company will decide after consulting with the student.
- 9.2 The student and the work placement company declare that they have received and/or are aware of the documents referred to in these General Terms and Conditions.
- 8.9 The Work Placement Agreement, any annexes and these General Terms and Conditions are only subject to Dutch law.

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Reference	: General Terms and Conditions of the Work Placement Agreement
ROCvA-ROCvF Adopted by the Executive Board on	: DD-MM-YYYY