

General terms and conditions Practical Training Agreement





Articles Practical Training Agreement

The articles of this Practical Training Agreement ("PTA"), form part of the:

- BOL practical training agreement
- BBL practical training agreement
- international practical training agreement

which is signed by the work placement company, the student (and parents/guardians if the student is under 18 years of age) and Aventus.

Glossary

Aventus uses clear educational terms with regard to practical training. The list below contains the terms that are relevant to the PTA.

Aventus PT supervisor

The Aventus PT supervisor (workplace supervisor) supervises the student's learning process. The Aventus PT supervisor provides procedural and substantive guidance within the stage of education and guides students in relation to the profession. The Aventus PT supervisor guides groups and individuals in practical training.

Workplace trainer¹

The person responsible for supervising the practical training at the work placement company

¹ *Aventus is aware that other terms are also used in professional practice, such as the term 'apprentice trainer'.*

Nature of the agreement

- a. The General Terms and Conditions and the workplace training sheet (PT sheet) together form the practical training agreement (PTA) within the meaning of Article 7.2.8 of the Adult and Vocational Education Act (WEB).
- b. The PTA contains the general rights and obligations of the student, the work placement company and Aventus. Articles 7.2.8 and 7.2.9 of the WEB are observed.

Preconditions:

- a. This PTA is concluded between the student, the work placement company and Aventus. The PTA is managed by Aventus.
- b. The student is enrolled at the institution by virtue of an education agreement (OOK) or registration decision¹.
- c. In the education agreement, parents and/or legal representatives have agreed that a student aged 16 or older signs the PTA independently. This article does not apply to a registration decision.
- d. On the date of signing the PTA, the work placement company has a favourable assessment from the Foundation for Cooperation on Vocational Education, Training and the Labour Market (SBB) for the qualification for which the student is registered. Practical training for an elective subject may take place at any accredited work placement company.
- e. The PTA is governed exclusively by the laws of the Netherlands.

¹ The Improvement of Legal Protection for Vocational Education Students Act will come into effect on 01.08.2023. This will change the registration for a vocational education course for vocational education students: from Education Agreement (OOK) with the student's signature to a Registration Decision for which the student's signature is no longer required. Aventus will start issuing the registration decision from 23.10.2023. That is why both forms of registration are mentioned in the PTA General Terms and Conditions.



Article 1 **Content of the practical training**

1. Principles in the practical training are the educational and vocational objectives described in the teaching and examination regulations (OER).
2. The activities carried out by the student within the framework of the PTA have a learning function. The work placement company enables the student to achieve the agreed learning objectives.
3. The practical training is based on a substantive plan that is included in the teaching and examination regulations or to which reference is made.
4. The teaching and examination regulations can be found on the Intranet.
5. If a student carries out the elective course at a different work placement company than the regular practical training, a separate PTA is drawn up for this.
6. If the student only follows practical training in the context of an elective course, a separate PTA will be drawn up for this. Practical training in the context of an elective course may be carried out at any accredited work placement company.

Article 2 **Student effort**

The student must use best endeavours in order to successfully complete his learning objectives within the agreed term. That means before or no later than on the planned end date as stated on the PT sheet. In particular, the student is obliged to actually attend the practical training and to be present on the days and times as agreed with the work placement company, unless this cannot reasonably be expected from him on account of compelling reasons.

Article 3 **Supervision**

The work placement company must appoint a workplace trainer charged with the supervision of the student. The Aventus PT supervisor will monitor the progress of the practical training by maintaining at least three personal contact moments between the student, Aventus and the work placement company, of which at least one will be physically at the location of the work placement company and the first contact moment will be within the first three weeks of the practical training.

Article 4 **Assessment**

1. Aventus bears final responsibility for assessing whether the student has mastered the work processes carried out during the practical training and has the required competencies.
2. The assessment procedure and the manner of examination, if any, of the work processes and associated competencies during the practical training are described in the teaching and examination regulations of the study programme.
3. In the context of Aventus' final responsibility for the assessment, it takes into account the judgement of the work placement company.
4. At the end of the practical training, the work placement company draws up a report on the student's performance during the practical training at the work placement company.

Article 5 **Participation in exams**

The work placement company enables the student to participate in Aventus tests or examinations that take place during the period of practical training.

Article 6 **Examination at the workplace**

The work placement company declares itself prepared to enable examination of work processes and (parts of) core tasks at the practical location if necessary.

Article 7 **Insurance & liability**

1. If an intern unintentionally causes damage during his internship, the work placement company is liable for this, just as the work placement company is liable for its employees. Aventus and the intern cannot take out insurance for this.



2. If an intern has caused the damage consciously and intentionally, then only the intern is liable for this damage.
3. If an intern becomes permanently disabled or dies as a result of an industrial accident, the intern or surviving relatives can make a claim under Aventus' school accident insurance, regardless of who is liable for the accident.

Article 8 **Rules of conduct**

The student is obliged to observe the rules, regulations and instructions given within the work placement company in the interests of order, health and safety. The student will be informed about these rules at the start of the internship.

Article 9 **Confidentiality**

The student is obliged to observe secrecy in respect of all information he/she is entrusted with or disclosed to him subject to secrecy, or of which he/she should reasonably understand that it should be treated as private and confidential.

Article 10 **Data sharing**

When exchanging data, Aventus and the work placement company comply with the General Data Protection Regulation (GDPR). Data shared between student, work placement company and Aventus is stored in Osiris. In that case, the work placement company will see the name and address details and the workplace trainer can view and add interview reports, notes, results and presence and absence data that are relevant to the practical training in the PT module. In some cases, the work placement company requires additional information because it is necessary for the successful start or completion of the practical training. Consider previously obtained diplomas, a Certificate of Good Conduct (VOG) or an overview of vaccinations. In that case, the student will be informed about this by Aventus or the work placement company. Other data sharing takes place in exceptional situations at the discretion of the school.

In the context of the BBL learning pathway, an employer sometimes requests to see results at school and attendance and absence that fall outside the practical training. Under the General Data Protection Regulation, Aventus is no longer permitted to share data about the employee/student with the employer that has no direct relationship with the practical training. In this case, the employer must request this from the student. The student can look up this data in Osiris.

Article 11 **Absence**

With regard to absence during the practical training, the student is subject to provisions included in the articles of the education agreement and the student charter. In the event of absence and upon return from absence, the student is obliged to immediately inform the Aventus PT supervisor and the workplace trainer, in accordance with the rules of the organisation offering practical training and Aventus.

Article 12 **Allowances**

The work placement company will pay a student, who has the legal status of a student, at least an allowance for the costs that a student must incur in order to complete an internship, including travel expenses and a Certificate of Good Conduct.

A student, who has the legal status of an employee, receives, in addition to an expense allowance, a salary as laid down in the employment contract between the employee and the employer.



Article 13 Termination

This PTA ends:

- a. After completion of the exam(s) of the study programme to which this agreement relates (if this does not conflict with the provisions of any collective agreement);
- b. Due to the expiry of the term to which this PTA applies, or in the event of a transfer to another study programme within the institution;
- c. By terminating the education agreement or the registration decision between the student and the institution;
- d. Due to dissolution or loss of the legal personality of the work placement company or if the work placement company discontinues its trade referred to in the PTA, at the stated company;
- e. If the accreditation of the work placement company (within the meaning of Article 1.5.3, paragraph 4 of the WEB) is withdrawn;
- f. If the student leaves the school (prematurely) or the student is deregistered by Aventus;
- g. By mutual agreement between Aventus, the student and the work placement company, after this has been confirmed in writing by the parties;
- h. If the student, despite explicit warning, does not adhere to the code of conduct according to Article 8: "code of conduct" of this agreement, after this has been confirmed in writing by the work placement company and/or Aventus;
- i. If one of the parties deems termination of this agreement necessary due to compelling circumstances and it cannot reasonably be expected to allow the agreement to continue;
- j. By (prematurely) terminating the employment contract, including termination within the trial period;
- k. If the institution, the student or the work placement company fails to comply with the obligations imposed by law or in the PTA.

A dissolution of the PTA (see paragraphs h to k) will be made in writing to the other parties, stating the reason for dissolution. Prior to dissolution by virtue of Article 13.k of these PTA General Terms and Conditions, the party failing to meet its obligations must be given the opportunity by the other parties to remedy the situation within a term of two weeks. This is not necessary if compliance with the agreements is impossible or if the party has already indicated that it can no longer meet its obligations.

Article 14 Alternative practical training position

If, after the conclusion of the PTA, Aventus and SBB determine that the practical training position is not or not fully available, supervision is inadequate or absent, the work placement company no longer has a favourable assessment or if there are other circumstances that mean that the practical training is not taking place properly, Aventus and SBB will promote the provision of an adequate alternative facility. If it is not possible to find an alternative practical training position, despite all the efforts of Aventus and SBB, Aventus will examine together with the student what other options there are to complete the study programme. If the student is not open to these solutions, the student cannot complete the study programme at Aventus. In that case, Aventus is forced to terminate the PTA and the OOK or the registration decision.

Article 15 Interim changes

During the PT period, the PT details as listed on the PT sheet can be amended or supplemented with the parties' written consent.

- a. If the amendment in PT details is the result of an amendment in the student's training programme, it must be preceded by a request from the student for an amendment in the study programme and an adjustment of the education agreement (OOK) or the registration decision.
- b. The PT details concerning the study programme within which framework the practical training is attended can only be amended at the request of the student. This request can be preceded by a consultation or a recommendation from Aventus or the work placement company.
- c. The PT details concerning the planned start and end dates, duration and scope of the practical training can also be amended at the request of the work placement company. Such a request will only be honoured by Aventus subject to consultation with and approval of the student.
- d. In the event of an interim amendment in the PT details, the PT sheet will be replaced with a (new) PT changes sheet during the term of the practical training.



- e. Aventus sends the (new) PT changes sheet in writing or digitally to the student (and in the case of a minor also to his/her parent(s) or legal representative(s) and to the work placement company).
- f. The student (and in the event the student is a minor, the parent(s) and/or legal representative(s)) and the work placement company are given the opportunity to inform Aventus in writing or verbally within 10 working days of receiving the (new) PT changes sheet if the content of the (new) PT changes sheet is incorrect.
- g. If the student or the work placement company indicates that the amended PT details have been recorded incorrectly (contrary to the request by or approval of the party other than the party making the request), Aventus will proceed to correct the relevant details.
- h. If the student or the work placement company register a notice of objection based on the fact that the PT details have been amended without an underlying request or approval, the institution will proceed to revoke the (new) PT changes sheet. In that case, the student continues to attend the practical training in the work placement company as stated on the original PT sheet, until approval is obtained from both parties.
- i. If the student and/or the work placement company do not respond within the specified period of 'Article 15.f' of these PTA General Terms and Conditions, the (new) PT changes sheet will replace the previous PT (changes) sheet and will thus become part of the PTA.

Article 16 New agreement

In the following situations, the student, the work placement company and Aventus must conclude a new PTA:

1. After completing the practical training and in the event that subsequent practical training is followed at the work placement company (NB: this does not apply in the event of an extension of the practical training).
2. When a student in a work placement company is going to do practical training for two Central Registers of Vocational Courses.
3. When the student has obtained a diploma for a study programme and then starts a new study programme. In that case, a new education agreement (OOK) or registration decision and a new PTA must be concluded.
4. If a student follows practical training at multiple companies, either simultaneously or not, a PTA must be concluded for each work placement company.
5. When the student changes learning path.

Article 17 Problems and conflicts during practical training

If conflicts are encountered, the student must first turn to the workplace trainer. If no solution is reached, the Aventus PT supervisor will be consulted. If the three parties cannot reach a solution through mutual consultation, the case will be submitted to the direct supervisor of the Aventus PT supervisor. If the student is not satisfied with the decision that is taken, a complaint can be submitted to the Aventus complaints desk. This desk can be reached via the website: www.ventus.nl/klacht-compliment-tip. For more information, see the Regulations for complaints and objections committees for secondary vocational education and higher education, which can be found on the Aventus website (rules and agreements).



Article 18 Problems and conflicts regarding sexual harassment, discrimination, aggression or violence

The work placement company provides a socially safe environment for the student. In the event of sexual harassment, discrimination, aggression and/or violence, the student, who has the legal position of a student, must immediately report the incident to the Aventus PT supervisor and/or the Aventus confidential counsellor. In the event of discrimination, the student must also report this to the Aventus central complaints desk. Aventus ensures the reports are followed up. Notifications and signals are recorded and passed on to SBB. Based on the notification, Aventus determines whether the company can still be used as an internship company. If necessary, SBB can also conduct an investigation and withdraw the accreditation of the work placement company. The student, who has the legal position of an employee, must immediately report the incident to the confidential counsellor of the relevant sector and/or the confidential counsellor of the work placement company.

Article 19 Final provision

In those instances, not provided for in this agreement, Aventus and the work placement company decide, after consultation with the student. If matters concern the responsibility of the SBB, this organisation will be involved. The student and the work placement company declare that they have received and/or have taken note of the documents referred to in this agreement and/or that have been added to the agreement as an appendix/annex.