

General Terms and Conditions for the Practical Work Experience Agreement Summa College

Clause 1 Concepts

1. Student: the person registered with the Summa College for following a Course, or part thereof.
2. Institution: Summa College, established in Eindhoven. Summa College is an educational institution that is maintained by the legal entity Stichting ROC Summa College, to which, inter alia, the Adult and Vocational Education Act (WEB= Wet Educatie en Beroepsonderwijs) and the School and Course Fees Act 2000 are applicable.
3. Work Placement Company: the company that (or the employer who) provides the practical work experience and the related daily supervision as part of the Course.
4. OER/Course Guide: the education and examination regulations, containing the rules that must be set out for the Course based on the WEB.
5. Course: the Course as stated on the course sheet most recently issued by the Institution.
6. Course Sheet: the section of the Enrollment Decision as referred to in Article 8.1.1 of the WEB stating: the name of the domain or the qualification file or the qualification depending on the nature of the registration; the code for the Course (CREBO); the learning pathway of the Course; the (intended) level of the Course and the duration of the Course.
7. Practical Experience Sheet: the section of the Practical Work Experience Agreement as referred to in Articles 7.2.8 and 7.2.9 of the WEB, stating: the commencement date and end date of the practical work experience, as well as the number of learning hours in practice for each calendar year; the supervision of the participant; that part of the qualification that the participant must obtain during the practical work experience, and the assessment thereof and the cases and manner in which the Agreement can be terminated prematurely.
8. Practical Work Experience sheet: the section of the Practical Work Experience Agreement ('BPVO'), stating the specific data for the Student, the Work Placement Company and the Institution, as well as:
 - the CREBO code, the level, the learning pathway of the course, the commencement date, the end date and the number of hours to be followed per calendar year for the Practical Work Experience related to a qualification (file) and/or
 - identification code, the commencement date, the end date and the number of hours to be followed per calendar year for the Practical Work Experience related to an elective part.

Clause 2 Nature of the agreement and intermediate amendment of Practical Work Experience data

1. The General Terms and Conditions, together with the Practical Work Experience sheet (BPV sheet), form the Practical Work Experience Agreement (BPVO) as referred to in article 7.2.8. of the Adult and Vocational Education Act (WEB). This agreement describes the parties' rights and obligations. Agreements that specifically relate to Practical Work Experience to be followed by the student, are described in the Practical Work Experience sheet. The Practical Work Experience (BPV) sheet is an intrinsic part of this Agreement. Anywhere where in this Agreement BPV is stated, the BPV is intended as stated in the Practical Work Experience sheet.
2. The BPV data on the Practical Work Experience sheet can be amended and/or supplemented during the BPV period with consent from both parties, without the amended and/or supplemented Practical Work Experience sheet having to be signed anew. If the amendment of BPV data is the result of a change to the Student's course trajectory, it must be preceded by an amendment to the Course Sheet of the Education Agreement.
3. The Student and the Institution can both take the initiative for amendment(s) and/or supplement(s) of *BPV data concerning the course within the scope of which the Practical Work Experience is followed*. The actual implementation of these amendment(s) and/or supplement(s) by the Institution to the Practical Work Experience sheet can only be performed upon the Student's request or with the Student's permission. The Institution and/or the Work Placement Company can always advise the Student actively with regard to this.
4. The Student, the Work Placement Company and the Institution can take the initiative for amendment(s) and/or supplement(s) of *BPV data concerning the start and planned end date, duration and scope of the BPV*. The actual implementation of these amendment(s) and/or supplement(s) by the Institution to the Practical Work Experience sheet can only be performed upon the Student's and Work Placement Company's request or with the Student's and Work Placement Company's permission. The Institution and/or the Work Placement Company can always advise the Student actively with regard to this.
5. In the event of intermediate amendment to the BPV data the Practical Work Experience sheet is replaced during the term of the Practical Work Experience (BPV) by a new Practical Work Experience sheet stating all current BPV data including the amendment(s) and/or supplement(s).
6. The Institution will inform the Student and the Work Placement Company of the new Practical Work Experience sheet in writing or digitally. In the event that the Student is a minor, the Institution will also inform his/her parent(s)/legal representative(s).
7. If the Student, or in the event he/she is a minor his/her parent(s)/legal representative(s) and/or the Work Placement Company should not agree with the content of the new Practical Work Experience sheet, the party who is not in agreement must inform the school of this within ten school days in writing or digitally.
8. If the Student and/or the Work Placement Company indicates that the adjusted BPV data are not represented in conformity with the requesting party or with agreement from the not-requesting party/parties, the Institution will

correct the particular BPV data and communicate them anew as described in the previous subclause 6.

9. If the Student and/or the Work Placement Company objects as described in subclause 7, the Institution will scrap the new Practical Work Experience sheet. In that case the Student will continue to follow the BPV in the Work Placement Company as stated on the original Practical Work Experience sheet, until agreement from both parties is obtained.
10. If the Student and/or the Work Placement Company should not respond within the term of the previous subclause 7, the new Practical Work Experience sheet will replace the previous Practical Work Experience sheet and become an intrinsic part of the Practical Work Experience Agreement.
11. The Institution will retain the Practical Work Experience sheet and all prior Practical Work Experience sheets of this Agreement in the Student's file. Parties, including for minors their parent(s)/legal representative(s), are entitled to inspection of all Practical Work Experience sheets.
12. The Institution's Student Council has endorsed these General Terms and Conditions. The applicable general terms and conditions have been published on www.summacollege.nl.
13. After endorsement from the Student Council, the Institution shall be authorised to amend these General Terms and Conditions. These amendments will take effect at the announced moment of the effective date unless the Student has expressed opposition to this in writing within fourteen days. The Institution will inform the Student of the amended terms and conditions in time.

Clause 3 Training through Practical Work Experience

1. The practice-based training (practical work experience) is part of every vocational course in conformance with the Adult and Vocational Education Act.
The practical work experience is part of the Course offered by the Institution the Student registered for and is performed under daily supervision from the Work Placement Company. The Student is registered with the Institution on the basis of an Enrollment Decision.
2. Based on the revised qualification files, electives are intrinsically part of the Course. Following electives and concluding them with an examination is a mandatory part of the Course. The Student will choose the electives upon commencement or during the Course, which will be stated on the Course Sheet. The Student can choose an elective that is part of the practical experience. In that case this is registered on the Practical Work Experience sheet. Several electives can be followed with the Work Placement Company, either supplementary to the current Practical Work Experience Agreement or not.
3. The Work Placement Company will give the Student the opportunity, for the duration of the practical work experience as stated on the Practical Experience Sheet and the stated number of hours, to perform work and tasks that will enable the Student to meet the learning objectives to be set for the practical work experience by the Institution.
4. The Course or part of the Course, for which the Student has enrolled with the Institution, comprises a practice-based period of at least the number of full hours practical work experience to be supervised under or pursuant to the law.
5. The Work Placement Company for the qualification for which Student has been registered has a favourable assessment from the Collaborative Organisation Vocational Education Labour Market (SBB= Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven) in conformance with Article 7.2.10 of the WEB.

Clause 4 Content of the Practical Work Experience

1. The guiding principle for the practical work experience is the nationally applicable qualification file adopted by the SBB involved for the Course. The work with the Work Placement Company, to be supervised by the Work Placement Company, must be aimed at being able to realise the educational and training objectives resulting from this qualification file.
2. The Student's supervision; the particular part of the qualification the Student is to obtain during the practical work experience, and the assessment thereof have been set out in the OER/Course Guide. The Institution can also set out a practice-based plan/practical work experience workbook with appendices and practical assignments.
3. The practical work experience is based on a substantive plan for the vocational training that is contained in the Course Guide/OER, or to which reference is made in the Course Guide/OER.

Clause 5 Practical Programme and Supervision

1. The Work Placement Company and the Institution will set up the practical part (the practical work experience) of the Course for the Student in such a manner that the educational and training objectives stated in the Course Guide/OER, whether of not supplemented with the practice-based plan/practical work experience workbook, are obtained, devoting due attention to the work processes involved.
2. The Work Placement Company and the Institution will independently appoint one or more supervisors. The Work Placement Company supervisor (workplace trainer) will provide the supervision within the Work Placement Company. The Institution supervisor (practical work experience supervisor) will be in charge of the trainee supervision.
3. The practical work experience supervisor will follow the progress of the practical work experience by maintaining regular contact with the workplace trainer and the Student. The practical work experience supervisor will periodically visit the practical training position with the Institution and discuss the practical work experience progress with the Student and the Work Placement Company.

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4. The Work Placement Company will ensure adequate assistance, induction, placement and supervision for the Student at the practical training position. The instructions the Student receives from the Work Placement Company or the workplace trainer within the scope of the practical work experience will be followed by the Student.
5. Supervision and education data will be exchanged between the Institution and the Work Placement Company with due regard for the Personal Data Protection Act (see also the privacy regulations, published on www.summacollege.nl).

Clause 6 Assessment of Practical Work Experience

1. The Institution bears responsibility for the assessment of the core tasks realised, work processes, competencies and skills based on and belonging to the practical work experience.
2. The Institution will involve the Work Placement Company in the assessment.
3. The assessment procedure and the manner of examination of the practical work experience competencies is described in the Course Guide/OER.
4. The Work Placement Company undertakes to facilitate examination of the practical work experience at the practical training position if necessary and supervises the capability of preparing and completing the practical assignments. The Work Placement Company endeavours to facilitate assessment of the practical work experience and other examination forms at the practical training position (with the Work Placement Company). A practical training assessor is obliged to participate in a short assessor course and to have/gain knowledge of the requirements regarding the assessment of the student.

Clause 7 Special Care Work Placement Company

1. The Work Placement Company undertakes to enable the Student to attend the supervised teaching time to be provided by the Institution and to participate in educational activities and examination sections.
2. The Work Placement Company is obliged to observe the same duty of care with regard to the Student as applies for the other employees within the company, such in conformance with the applicable legislation and regulations with regard to safety of the workplace, good employment practices and any applicable central employment conditions.
3. The daily time spent working in practice by the Student will in any case not be longer than the working hours applicable for the other employees in the department/section/group where he/she has been placed, except when another agreement has been made concerning this. The employment hours may not be in conflict with labour legislation concerning young persons. For time off and leave the stipulations in the Work Placement Company's employment terms apply.
4. The Work Placement Company will take measures aimed at preventing or combatting forms of sexual harassment, discrimination, aggression or violence. In the event of sexual harassment, discrimination, aggression and/or violence, the Student shall be entitled to immediately cease the work within the scope of the practical work experience without this being a reason for a negative assessment. The Student will report an interruption of the practical work experience to the workplace trainer and/or practical work experience supervisor immediately. If this is not possible, the Student will report the work interruption to the Work Placement Company's and/or Institution's confidential adviser.

Clause 8 Special Agreements with the Work Placement Company

1. If and to the extent more detailed agreements have been made between the Institution and the Work Placement Company concerning this, the Institution will ensure, to the extent that this is possible and in consultation with the Work Placement Company that the supervised teaching time is provided on site with the Work Placement Company.
2. In such an event the Institution can offer additional (educational) activities in consultation with the Work Placement Company that the Student is obliged to participate in. The Institution cannot mandatorily charge the Student for these activities.
3. By means of signing the Practical Work Experience Agreement, the Student will authorise the Work Placement Company to pay for the costs related to the Course (including those included in Clause 5 and 6 of the Student Statute of Summa College including statutory course fees) if the Work Placement Company or the umbrella organisation/alliance is prepared to bear these expenses.
4. In a more detailed (framework) agreement, the Work Placement Company and the Institution can make agreements concerning the further elaboration of their mutual relationship.

Clause 9 Special Obligations Student

1. The Student will follow instructions given by the practical work experience supervisor and the workplace trainer to the best of his/her ability.
2. The Student will report sick and request special leave in conformance with the stipulations concerning this in the Sickness Absence Protocol, which has been published on www.summacollege.nl.
3. The Student is obliged to keep confidential everything that has been entrusted to him/her under confidentiality or that has come to his/her knowledge as confidential or of which he/she should understand the confidential character in reasonableness.
4. The Student is obliged - partly in the interest of order, health and safety - to observe the Work Placement Company's code of conduct, regulations and instructions and to behave in all other respects as may be expected from a good student/employee.
5. In the event of problems or conflicts during the practical work experience the Student will firstly address the workplace trainer and/or the practical work experience supervisor. They will attempt to find a solution after consultation with the Student.

Clause 10 Liability and Insurance

1. The Work Placement Company will be liable towards the Student for any damage the Student may suffer during or in connection with the practical work experience, unless the Work Placement Company demonstrates that he/she (whether or not by analogy) has met the obligations stated in Burgerlijk wetboek boek 7 artikel 658 lid 1 or that the damage is primarily the result of the Student's intent or wilful recklessness.
2. The Institution is not liable for damage that has been caused during or in connection with the practical work experience by the Student to the Work Placement Company or to third parties. The Work Placement Company is insured against the financial risk or statutory business liability, also towards the Student.
3. The Work Placement Company will enter into additional insurance against statutory liability risks for the Student. Supplementary to this, the Institution will provide for additional liability and casualty insurance for the Student in vocational training. This concerns secondary cover as a result of which the Work Placement Company's liability takes precedence (primary cover). For this secondary cover, the conditions as stated in the policy/policies of the particular additional liability and casualty insurance apply.
4. The Institution and the Work Placement Company cannot be held liable for theft, embezzlement, loss and/or damage to the Student's property or possessions on site where the practical work experience is performed, or for any damage the Student suffers in the event of suspension and/or expulsion.

Clause 11 Termination of the Practical Work Experience Agreement

1. The Agreement will terminate:
 - a. by termination of enrollment
 - b. due to the Student successfully obtaining a diploma, certificate or assessment, for which the practical work experience had to be followed or in the event of an elective if the Student has completed the Practical Work Experience;
 - c. by mutual consultation between the Student, the Institution and the Work Placement Company;
 - d. in case of termination of the agreed work or if applicable upon termination of the employment agreement;
 - e. if either of the parties, due to compelling circumstances, consider termination of this agreement necessary and it cannot, in reasonableness, be required to allow this Agreement to continue. The particular party will inform the other parties of this in writing;
 - f. by cancellation in writing on the part of the Institution, if the Student does not imputably meet his/her obligation pursuant to this Agreement; including at least:
 - impermissible absence during the practical training period;
 - not observing the stipulations in Clauses 9.4 and 9.5;
 - g. by notice in writing from the Institution to parties, if the SBB has established that the practical training position is not or not fully available, the supervision falls short or is absent, the Work Placement Company no longer has a favourable assessment as referred to in Article 7.2.9. first paragraph of the WEB.
2. In the event of termination as referred to in the previous subclause at g, the Institution will promote, after consultation with the SBB, that an adequate replacement provision is made available to the Student. The Institution can charge the Work Placement Company for any costs involved.

Clause 12 Final Clause

1. In the cases for which this Agreement does not provide, the Institution and the Work Placement Company will decide after consultation with the Student. SBB will be involved in this if it concerns matters that concern its responsibility.
2. The Student, and in case of his/her minority his/her parent(s)/legal representative(s), declare(s) to have taken cognizance of and agree with the General Terms and Conditions that are part of this agreement, as well as taken cognizance of and observe all applicable schemes, regulations and protocols.
3. If a Student should be of the opinion that this Agreement is applied incorrectly or inaccurately, the Student can submit his/her dispute or complaint to the Institution.
4. The Complaints Procedures, the Student Funds scheme, the Sickness Absence Protocol, the Students' Charter, the Binding Study Continuation Recommendation Advice, the Examination Regulations, the Regulations and code of conduct concerning the use of ICT tools, the Privacy Regulations and other relevant regulations are laid down by the Institution and can be inspected on www.summacollege.nl. The applicable Course Guide/ OER, as well as the practical work experience protocol can be inspected in the Student's personal digital learning environment.
This Agreement is exclusively governed by Dutch law.
