

# Scalda

Foundation for Secondary Vocational Education and Adult Education  
Academic Affairs Department

## General Terms and Conditions of the Practical Training Contract

Proposed Decision made by the Executive Board on 9 May 2023  
Approved by the Student Council on 2 June 2023  
Decision made by the Executive Board on 6 June 2023  
Textual amendments made on

## **General Terms and Conditions of the Practical Training Contract <sup>1</sup>**

### **Having regard to:**

- Articles 7.2.8 and 7.2.9 of the Adult and Vocational Education Act (Wet Educatie en Beroepsonderwijs or WEB) of 31 October 1995, which contains provisions regarding practical training and the drafting of a practical training contract, replacement practical training locations
- The positive assessment of the training organisation by the Cooperation Organisation for Vocational Education and the Labour Market (Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven or SBB) (as referred to in Article 1.5.3 of the WEB)

### **Whereas:**

- practical vocational training is a compulsory part of every vocational training course in accordance with the WEB;
- the student is registered with the educational institution on the basis of the education contract;
- the activities to be performed by the student within the context of this contract have an educational purpose;
- if the student, in addition to the practical training contract, also signs an employment contract with the training organisation, the student has the legal status of an employee; if the provisions of the practical training contract and the employment contract are in opposition, the provisions of the employment contract apply;
- a practical training agreement concluded between the educational institution, the training organisation and the student (and if the student is a minor also the student's parent(s) or legal guardian(s)) shall serve as the basis for the practical training.

### **Article 1 - Details of the practical training**

1. The basic principles of the practical training are the educational and training objectives as recorded in the Education and Exam Regulations (Onderwijs en examenreglement or OER). The practical training is based on a plan recorded in the OER or which is referred to in the OER. It must be made clear to the training organisation which part of the qualification the student must attain during their practical training.
2. Practical training is part of every vocational training course as specified in the WEB. The practical training will take place at a training organisation recognised by the Cooperation Organisation for Vocational Education and the Labour Market (hereinafter referred to as SBB) on the basis of a practical training contract. In the practical training contract, agreements will be made about the practical training so that the student is able to attain the necessary knowledge and experience for the qualification/elective. The activities performed by the student within the context of the practical training contract will have an educational purpose.
3. Electives are a compulsory part of the training course based on the revised qualification files. Taking electives and completing them by means of an exam is an obligatory part of the training course. The student chooses electives at the commencement of, or during, the training course. This will be recorded at a location visible for the student. The student may choose to take an elective that can be completed by participating in practical training. In that instance, this will be registered on the practical training sheet that is a part of this practical training contract. Several electives may be completed at a single training organisation, whether or not in addition to the ongoing practical training contract.
4. Adjustments implemented through individual training plans for students with special needs, such as adjustments in relation to time, structure and workplace, will be duly substantiated in an annex to the practical training contract.

### **Article 2 - Obligations of the training organisation**

1. The training organisation will enable the student to achieve the agreed learning objectives and thus to complete their practical training. The training organisation will ensure that the student receives a sufficient amount of daily guidance and education at the workplace. The training organisation will participate in coaching & assessment meetings between the student, the school and the training organisation, as agreed upon beforehand. At least one of these meetings will be held at the training organisation.
2. The training organisation will assign a workplace supervisor charged with guiding the student during the practical training. The student will be provided with the name of their workplace supervisor at the start of the practical training.
3. The training organisation declares its readiness to allow an assessment of the practical training by a representative of the educational institution to take place at the practical training location, if necessary.
4. The training organisation will enable the student to participate in the education provided by the educational institution as stated in the applicable schedule, including tests or exams, during the practical training period.
5. The training organisation will provide the student with the basic equipment needed for the practical training.
6. The training organisation will provide the student with an expense allowance to cover at least all the expenses, in euros, that must be made by the student for the organisation or by operation of law in order to complete their internship at the organisation. This allowance will include commute expenses, unless these are reimbursed in another way, and, if necessary, the cost of a certificate of good conduct (Verklaring omtrent gedrag or VOG). (This applies to both BOL and BBL students).

### **Article 3 - Obligations of the educational institution**

1. The educational institution will ensure that the student receives sufficient guidance from the training supervisor. The student will be provided with the name of their supervisor at the start of the practical training. The school will participate in coaching & assessment meetings between the student, the school and the training organisation, as agreed upon beforehand. At least one of these meetings will be held at the training organisation.
2. The training supervisor of the educational institution will follow the progress of the practical training by means of maintaining regular contact with the student and the workplace supervisor and will monitor progress and the link between the learning objectives of the student and the learning opportunities at the training organisation.
3. The educational institution will release its schedule in advance to allow both the student and the training organisation to take the schedule into account.
4. The educational institution has the final responsibility of assessing whether the student has attained the parts of the qualification that they have taken during the practical training. The assessment procedure and method of assessment of the practical training are described in the Education and Examination Regulations of the educational programme.
5. The training organisation's assessment of the student will be considered during the educational institution's

<sup>1</sup> Please see the attached glossary for the definitions of terms used in this document.

assessment of the student.

#### **Article 4 - Obligations of the student**

1. The student will endeavour to successfully achieve their learning objectives within the agreed time period, either before or at the planned end date recorded on the practical training sheet. In particular, the student is obligated to actually participate in the practical training and to be present at the training organisation on the agreed dates and at the agreed times, unless there is a serious reason that this cannot reasonably be expected of the student.

#### **Article 5 - Interim amendments**

1. The practical training contract (the practical training sheet) and in particular the practical training data and an addendum forming part of the practical training contract, may be revised during the practical training period with the written or verbal approval of all parties.
2. If the amendment of the practical training data arises from an amendment of the student's training programme, this must be preceded by a written request for an amendment of the training programme submitted by the student.
3. The practical training data concerning the training course within which the practical training takes place, may only be amended at the student's request. The request may be preceded by a meeting with the institution or training organisation or advice given by the educational institution or training organisation.
4. In the event of an interim amendment of the practical training data, the practical training sheet will be replaced by a new practical training sheet for the duration of the practical training. This practical training sheet contains the full and current practical training data of the student, even if the student follows multiple training courses simultaneously.
5. The educational institution will send the new practical training sheet (hard copy or digital), as soon as possible, to the student (and if the student is a minor also to the student's parent(s) or legal guardian(s)) and the training organisation.
6. The students (and if the student is a minor also the student's parent(s) or legal guardian(s)) and the training organisation will be given the opportunity, within 10 days of receiving the new practical training sheet, to inform the educational institution, in writing or verbally, if the data in the new practical training sheet is incorrect.
7. The student (and if the student is a minor, the student's parent(s) and/or legal guardian(s)) and the training organisation may submit a complaint to the manager of the Information and Student Administration Service (ISAS) if an amendment has been incorrectly implemented. In conclusion, the Information and Student Administration Service (ISAS) will, definitively and according to procedure, conclude that a lack of response from the student (and if the student is a minor, the student's parent(s) and/or legal guardian(s)) and the training organisation to the proposal for the intended amendment is an indication that the student (and if the student is a minor, the student's parent(s) and/or legal guardian(s)) and the training organisation agree with the intended amendment.
8. If the student (and if the student is a minor, the student's parent(s) and/or legal guardian(s)) and/or the training organisation do not respond within the time period, as stated in Article 5.6, the new practical training sheet will replace the previous practical training sheet and will become part of the practical training contract.

#### **Article 6 - Assessment**

1. The educational institution has the final responsibility of assessing whether the student has achieved the objectives of the practical training.
2. During the assessment, the educational institution will take into consideration the assessment provided by the training organisation.
3. The assessment procedure and the method of examination is described in the course's Education and Exam Regulations. The student and the training organisation have taken notice of this document.
4. The assessment of the practical training by the educational institution and the training organisation will be performed in accordance with the Education and Exam Regulations of the training course.

#### **Article 7 - Working hours**

The working hours of the student are in line with the working hours of the training organisation at which the student is placed and comply with relevant laws and regulations. The Working Hours Act shall apply to all interns.

#### **Article 8 - Examination of the practical training**

The training organisation declares its readiness to allow an examination of the practical training to take place, if necessary, at the training location.

#### **Article 9 - Code of conduct, safety and liability**

1. The student is obliged to observe the rules, regulations and instructions of the training organisation in the interests of order, health and safety. The training organisation will inform the student of these rules before the commencement of the practical training.
2. The student is obliged to keep confidential everything that is entrusted to the student in confidentiality, anything that comes to the student's knowledge in confidentiality or anything that may be reasonably understood as confidential.
3. The training organisation will take measures, in accordance with the Dutch Working Conditions Act, directed at protecting the physical and psychological safety of the student.
4. The training organisation is liable in accordance with Sections 6:170<sup>2</sup> and 7:658<sup>33</sup> of the Dutch Civil Code for any damage the student incurs while performing their duties, except for damage arising from wilful intent or conscious recklessness on the part of the student.
5. The training organisation is liable for any damage the student causes to the training organisation or its property, or to third parties or their property, while performing duties during or in connection with the student's practical training, except for damage arising from wilful intent or conscious recklessness on the part of the student.
6. The educational institution is indemnified for damage incurred by the student, the training organisation or third

---

<sup>2</sup> The person in whose service a subordinate fulfils their duty is liable for damage caused to a third person by a fault of this subordinate, if the risk of the fault has been increased by the assignment to fulfil this duty and the person in whose service the subordinate was, had - because of the legal relationship between them and the subordinate - control over the behaviour which constituted the fault.

<sup>3</sup> The employer must equip and maintain the spaces, rooms, machines and tools in which or with which work is performed under its responsibility and give instructions and take safety measures as is reasonably necessary to prevent the employee from incurring any damage during the performance of their work.

- parties during the practical training.
7. The liability of the educational institution is limited to the terms and conditions and the coverage of the insurance policy taken out on the basis thereof. Therefore, this liability is limited to the amount payable by the insurance company of the educational institution.
  8. The educational institution has taken out accident insurance on behalf of the student participating in the practical training that, as well as during the practical training, also provides coverage for one hour before and after the practical training, or for the time required to commute between the location of the practical training and the home or school.

#### **Article 10 - Compensation and registration with benefits agency or agencies**

Agreements concerning compensation of the practical training are to be arranged between the student and the training organisation. The training organisation will provide the student with an expense allowance to cover at least all the expenses, in euros, that must be made by the student for the organisation or by operation of law in order to complete their internship at the organisation. This allowance will include commute expenses, unless these are reimbursed in another way, and, if necessary, the cost of a certificate of good conduct (Verklaring omtrent gedrag or VOG). (This applies to both BOL and BBL students).

If compensation is offered, it will be articulated in the Collective Labour Agreement (CAO) or in the contract section and/or personal document of the practical training contract. If a student receives compensation for the practical training, the student is insured under the Sickness Benefits Act and the normal rules apply with regard to wage deductions. The training organisation will register the student, in so far as necessary, with the Dutch Employees Insurance Agency (UWV) and the Tax and Customs Administration.

#### **Article 11 - Absence**

1. In the event of absence, the student will first act in accordance with the applicable rules of the training organisation. The student will then also inform the educational institution of their absence.
2. The rules regarding absence as laid out in the student charter will be observed by the student and the training organisation (for more information see [www.scalda.nl](http://www.scalda.nl))

#### **Article 12 - Sexual (or other) harassment, internship-related (or other) discrimination, bullying, aggression or violence**

1. The organisation takes measures aimed at protecting the physical and psychological integrity of the student and preventing or fighting forms of sexual (or other) harassment, internship-related (or other) discrimination, bullying, aggression or violence.
2. If a student at the training organisation is faced with sexual (or other) harassment, internship-related (or other) discrimination, bullying, aggression or violence:
  - the student will have the right to immediately interrupt their work, without receiving a negative assessment as a result;
  - the student must, irrespective of the need to interrupt their work, immediately report the incident to the student adviser and/or a confidential adviser at the educational institution.

#### **Article 13 - Termination of the contract**

This contract will terminate:

- a) upon expiration of the period during which this practical training contract applies;
  - b) if the student's enrolment at the educational institution is terminated;
  - c) as a result of the unilateral cancellation of the student and/or if approval is given by the educational institution, the student and the training organisation, after receiving written confirmation from each party;
  - d) as a result of the automatic termination of the employment contract by operation of law, if an employment contract has been signed between the student and the training organisation;
  - e) as a result of the unilateral cancellation of the educational institution, if the student, despite the issuance of two written warnings from the educational institution, does not observe the code of conduct in accordance with Article 10 *Code of conduct, safety and liability* of this contract, following written confirmation by the training organisation and the educational institution.
  - f) as a result of written notice from the educational institution or the Knowledge Centre SBB, if the educational institution or the Knowledge Centre SBB are convinced that, in accordance with Article 7.2.9, paragraph 2 of the WEB, the training location is unavailable or not fully available, supervision is insufficient or absent, the training organisation no longer has a positive assessment as referred to in Article 1.5.3 of the WEB, or there are other circumstances that determine that the practical training cannot be carried out in a satisfactory manner;
- if one of the parties considers it necessary to terminate the contract due to serious circumstances and cannot reasonably be expected to continue in the contract.

#### **Article 14 - Replacement training location**

If Article 13, paragraph f applies, the educational institution and the Knowledge Centre SBB, will ensure that a satisfactory replacement location is made available.

#### **Article 15 - New contract**

If the student has not successfully completed the practical training within the allocated time period, as stated in Item 5 on the first page of this contract, the educational institution, the student and the training organisation may agree on a new practical training plan.

#### **Article 16 - Transfer of data and privacy**

1. The student has the right to consult their own student files, particularly the practical training data processed by the educational institution.
2. The educational institution and the training organisation will comply with the provisions of the General Data Protection Act with regard to the transfer of data in respect of the student. This means that they will treat the student's personal data with due care and exercise due transparency in regard of this vis-à-vis the student. The educational institution's privacy policy specifies which data belonging to a student may be provided to a training organisation and under which conditions this may take place, as well as when the student's consent is required for this purpose.

#### **Article 17 - Problems and disputes during practical training**

1. For problems and disputes relating to the practical training, the student may contact their workplace supervisor and/or student adviser, who must each endeavour to come to a solution in mutual agreement.
2. If the student is of the opinion that the problem or dispute remains unresolved, the student may - whether or not the student has discussed the issue with the student adviser and/or workplace supervisor - use the complaints procedure in place at the educational institution.
3. In the event of sexual (or other) harassment, internship-related (or other) discrimination, bullying, aggression or violence, the student may submit a complaint to the training organisation in accordance with its complaints procedure without intervention from the parties stated in paragraphs 1 and 2. If the student cannot use a complaints procedure at the training organisation or at another organisation or educational institution connected with the training organisation, Scalda's complaints procedure applies for incidents of sexual (or other) harassment, internship-related (or other) discrimination, bullying, aggression or violence.
4. Pursuant to the applicable procedure for complaints and disputes, the student can submit a report internally to the applicable facility and/or official secretary (or through the Scalda complaints app) or the confidential adviser in the event of internship-related discrimination or misuse. In addition to the above, the student can report internship-related discrimination to Anti Discriminatie Bureau Zeeland or the Confidential Inspector of the Netherlands Educational Inspectorate.
5. The educational institution will reports major incidents and/or complaints in relation to the practical training that are structural in nature and/or reports and indications of internship-related discrimination to the SBB.

#### **Article 18 - Final provisions**

1. For cases that are not covered by this contract, the educational institution, the training organisation and the student may reach a mutual agreement. If the matter is within the scope of the Knowledge Centre SBB's responsibility, the Knowledge Centre SBB will also be involved in this agreement.
2. Disputes resulting from this contract that cannot be solved through discussions between the various parties, may be brought before a competent court.
3. This contract is exclusively governed by Dutch law.

Finally, the student and, if necessary, the student's legal guardian and the training organisation declare that the student has received and/or taken notice of the documents referred to in this contract.

## **Glossary of terms used in the provisions of this Practical Training Contract**

### **practical training:**

education that takes place while practising a profession within a company or an organisation, on the basis of a practical training contract.

### **student:**

term for 'pupil, participant, learner' etc.

### **educational institution:**

- the term for the competent authority of the educational institution
- the term for the *educational* institution in accordance with the terminology used in the Adult and Vocational Education Act (Wet Educatie en Beroepsonderwijs or WEB) and a frequently used term within the teaching profession. Other sectors within society are also familiar with the concept of an 'institution', such as the health care sector.

### **Knowledge Centre (national organisation):**

In full: The Cooperation Organisation for Vocational Education and the Labour Market (Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven or SBB) When training young professionals, education and the labour market both have an important role to fulfil. MBO students learn a lot on the job, and for that professional internships and apprenticeships are needed and must be provided in a safe environment, by an accredited training organisation and under good supervision of a workplace supervisor. The accreditation of training organisations was provided by 17 centres of expertise. Now one single organisation supports training organisations and schools: the Cooperation Organisation for Vocational Education and the Labour Market. SBB, for short.

SBB ensures that

- schools and training organisations are able to cooperate on a regional level
- there are enough good training organisations
- the interests of sectors are served

### **training organisation:**

the organisation or training organisation that provides the practical training, referred to here as the "training organisation"

### **workplace supervisor:**

the person appointed by the training organisation to supervise the student during the practical training at the training organisation

### **student adviser:**

a member of staff at the educational institution appointed by the educational institution to supervise the student in educational matters relating to the practical training.

### **practical training contract:**

the contract between the educational institution, the student and the training organisation entered into for the purpose of the practical training