

# **General Terms and Conditions for Practical Agreement BOL and BBL**

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## **1. Preconditions**

1.1 This agreement is concluded between the student, the institution, and the training company, hereinafter referred to as “the parties” and is managed by the institution.

1.2 The student is enrolled at the institution.

1.3 The practical agreement is governed exclusively by Dutch law. The company or organization providing the practical training (BPV) must, at the time of signing this agreement, hold a certification from SBB for the qualification for which the student is enrolled, as per article 1.5.3 of the WEB.

## **2. Nature of the Agreement**

2.1 These General Terms and Conditions, together with the BPV sheet, form the practical agreement as referred to in article 7.2.8 of the WEB.

2.2 This agreement outlines the general rights and obligations of the parties. Specific arrangements regarding the BPV to be followed by the student are detailed in the BPV sheet, which is an integral part of this agreement.

## **3. Interim Changes**

3.1 The practical agreement, particularly the BPV details as stated on the BPV sheet, can be amended or supplemented during the BPV period with the written or verbal consent of the parties.

3.2 If the changes in BPV details result from a modification in the student's educational pathway, a prior request from the student is required.

3.3 The BPV details regarding the program for which the BPV is followed may only be changed upon the student's request. This request may be preceded by discussions or advice from the institution or the training company.

3.4 The BPV details regarding the start and planned end dates, duration, and scope of the BPV may also be changed at the request of the training company. Such a request will only be approved by the institution after discussion with and consent from the student.

3.5 In the case of an interim change of the BPV details, the BPV sheet will be replaced by a new BPV sheet during the course of the BPV period.

3.6 The institution will send the new BPV sheet to the student (and to their parents or legal guardians if they are minors) and the training company as soon as possible, either in writing (on paper or digitally).

3.7 The student (and in the case of a minor, their parents or legal guardians) and the training company will be given the opportunity to inform the institution within 10 working days after the new BPV sheet is sent if the contents are incorrect.

3.8 If the student or training company indicates that the amended BPV details are not correctly reflected (in accordance with the request or consent of the non-requesting party), the institution will correct the relevant BPV details.

3.9 If the student or training company objects that the BPV details were amended without a request or consent, the institution will delete the new BPV sheet, and the student will continue their BPV at the training company as originally stated.

3.10 If the student or training company does not respond within the period specified in section 3.7, the new BPV sheet will replace the previous one and become part of the practical agreement.

#### **4. Contents and Structure**

4.1 Practical training (BPV) is an integral part of every vocational education program as defined in the Vocational Education and Training Act. The practical training takes place at an SBB-certified training company based on a practical agreement. The practical training takes place at a training company certified by the Collaboration Organization for Vocational Education and Business (SBB) based on a practical agreement. In the practical agreement, arrangements for the BPV are recorded so that the student is able to acquire the required knowledge and experience for the qualification or choice module.

4.2 The foundation of the BPV is the educational and training objectives set out in the educational and examination regulations (OER) of the program. The BPV is based on a content plan for practical training, which is included in the OER or referenced therein.

4.3 The program based on the revised qualification dossiers includes choice modules, which are an integral part of the program. The student chooses choice modules at the start of or during the program, and this is recorded in a visible place for the student. The student may choose a choice module that is completed during the BPV, in which case this is registered on the BPV sheet.

## **5. Obligations of the Training Company**

5.1 The training company enables the student to achieve the agreed learning objectives and successfully complete the BPV. The company ensures adequate daily supervision and training of the student in the workplace. The training company participates in the agreed contact moments between the student, the school, and the company.

5.2 The training company appoints a practical supervisor responsible for guiding the student during the BPV. The student knows at the start of the BPV who their practical supervisor is. The supervisor's contact details can be found in Eduarte.

5.3 The training company agrees to facilitate the assessment of the BPV by an institution representative at the company.

5.4 The student is allowed by the training company to participate in the educational activities offered by the institution, such as classes, tests, or exams, during the BPV period as per the schedule.

5.5 The training company provides the student with the basic equipment necessary for the BPV.

5.6 The training company pays the student a reimbursement covering all expenses incurred during the internship, including travel expenses (if not reimbursed otherwise) and any required certificates such as a Certificate of Conduct (VOG). This applies to both BOL and BBL students.

5.7 All trainees are subject to the working hours law.

## **6. Obligations of the Institution**

6.1 The institution ensures sufficient supervision by the BPV coordinator. The student knows at the start of the BPV who their coordinator is. Contact details can be found in the BPV folder, the practical agreement (POK), or the student file, depending on the location's practices. The school organizes and participates in the agreed contact moments between the student, the school, and the training company.

6.2 The BPV coordinator from the institution monitors the BPV's progress by maintaining regular contact with the student and the training company's supervisor. The coordinator ensures the alignment of the student's learning objectives with the learning opportunities at the company.

6.3 The institution provides the schedule in a timely manner so that both the student and the training company can plan accordingly.

6.4 The institution has the final responsibility for assessing whether the student has achieved the qualification components pursued during the BPV. The assessment procedures and methods are described in the program's educational and examination regulations (OER).

6.5 The institution considers the training company's evaluation of the student as part of the overall assessment.

## **7. Obligations of the Student**

7.1 The student must make every effort to successfully complete their learning objectives within the agreed timeframe, by or before the planned end date stated on the BPV sheet. Specifically, the student is required to actively participate in the BPV and be present on the agreed-upon days and times, unless exceptional circumstances prevent this.

7.2 Absence from the BPV is subject to the rules set by the training company and those outlined in the student statute.

## **8. Rules of Conduct, Safety, Liability, and Insurance**

8.1 The student is required to comply with the rules, regulations, and instructions of the training company concerning order, safety, and health. The training company must inform the student about these rules before the BPV begins.

8.2 The student is obligated to maintain confidentiality regarding anything entrusted to them under secrecy, information they learn which is confidential, or information they reasonably should recognize as such.

### **8.3 Accident Insurance**

a. The board of the Lentiz Education Group has taken out a school accident insurance policy for its students and employees, including volunteers (e.g., parents).

b. The insurance covers accidents that occur during school hours, events organized by the school (such as day trips or excursions), and during the direct commute to and from school or the location of activities. For employees, the coverage applies 24/7, including travel by car.

c. Coverage includes:

- Death resulting from an accident: €12,500
- Permanent disability resulting from an accident: €60,000
- Medical costs after an accident: €3,000

- Dental costs after an accident: up to €3,000

d. Medical and dental costs must first be submitted to the individual's health insurance provider. If these are not fully reimbursed, the school insurance acts as a supplementary policy. Note that the mandatory deductible is not covered.

e. Any accident must be reported immediately.

#### **8.4 Liability Insurance**

a. The board, its employees, volunteers, and students may be held liable for damage caused to others, whether material or personal injury.

b. The board has taken out liability insurance to cover these risks.

c. However, not all damages are reimbursed, and liability is not always acknowledged. The insurance provider determines liability, and each case is assessed individually.

d. Liability requires negligence (as per article 6:162 BW) by a teacher, volunteer, or other staff member, such as insufficient supervision.

e. If damage is caused by a student, liability can only be established if negligence on the part of the school staff can be demonstrated.

f. A claimant must prove insufficient supervision or negligence to hold the board or its staff liable.

g. For students, liability insurance is secondary. Parents' or guardians' private liability insurance is the primary coverage for damages caused during school hours. If no private insurance exists and damages cannot be personally covered, the school's liability insurance may apply, provided the act causing the damage was unlawful.

h. Damage caused by motor vehicles is excluded from coverage. The vehicle owner or holder is directly liable for damages caused by their vehicle.

i. For employees and volunteers, vehicle damage can be claimed up to €15,000 if their car is only insured for third-party liability (WA). Additional costs such as bonus/malus losses (up to three years) and deductibles (up to €500) may also be claimed.

#### **8.5 Continuous Travel and Cancellation Insurance**

The continuous travel and cancellation insurance covers material and physical damage incurred during trips related to educational activities. The travel insurer provides assistance both domestically and internationally and ensures a possible return trip to the Netherlands. Repatriation after death is not always covered under health insurance. Medical expenses not (fully) reimbursed by one's own insurance can also be claimed.

Additionally, the insurance covers various situations with potentially high financial consequences. Risks associated with dangerous sports are not covered, including but not limited to skiing, spelunking, survival activities, abseiling, underwater sports, whitewater rafting, mountain climbing, and waterskiing.

The continuous travel insurance includes standard coverage of €20,000 for cancellation costs.

## **8.6 Loss, Theft, and Damage**

The board does not provide insurance for students, employees, and/or volunteers against loss, theft, or damage to personal belongings.

The collective accident, liability, vehicle participant damage, and continuous travel insurances are considered secondary insurances. In case of damage, the injured party must first contact their personal insurance provider (and immediately in the case of being abroad).

## **9. Problems and Conflicts During Practical Training**

9.1 If issues or conflicts arise during the BPV, the student should first address these with the practical supervisor at the training company and/or the BPV coordinator from the institution. Together, they will try to find a solution with the student.

9.2 If the student believes that the issue or conflict has not been resolved satisfactorily and the cause is that the training company is not adhering to the agreement, the student can discuss potential options with the BPV coordinator from the institution.

9.3 If the parties cannot resolve the issue through mutual agreement, the student may file a formal complaint following the institution's complaints procedure.

9.4 The training company actively takes measures to prevent and combat any form of sexual harassment, discrimination, aggression, or violence. In cases of such misconduct, the student has the right to immediately stop their activities without facing negative evaluations. The student must report the work stoppage immediately to the practical supervisor and the BPV coordinator. If this is not possible, the student may report the incident to the confidant of the training company or institution.

9.5 Major incidents, BPV complaints of a structural nature, or reports and signals of discrimination during training placements must be reported by the institution to the SBB.

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## **10. Data Exchange and Privacy**

10.1 The student has the right to access their own student file, particularly the BPV-related data processed by the institution.

10.2 When exchanging data about the student, the institution and the training company comply with the General Data Protection Regulation (GDPR). This includes handling the student's personal data carefully and being transparent about how this data is used. The institution's privacy policy specifies which student data may be shared with the training company and under what conditions, including when the student's consent is required.

## **11. Duration and Termination of Agreement**

11.1 The practical agreement comes into effect upon signing the first BPV sheet and is, in principle, valid for the duration of the BPV period specified on the BPV sheet.

11.2 The practical agreement terminates automatically:

- a. When the student has completed the agreed number of hours and successfully concluded the BPV, or in the case of a choice module, when the student has completed the agreed number of hours for that module.
- b. Upon the expiration of the planned end date as specified on the BPV sheet.
- c. When the enrollment between the student and the institution ends.
- d. Upon dissolution or loss of legal personality of the training company, or if the company ceases to conduct the profession referred to in the agreement.
- e. When the training company's certification, as required under article 7.2.10 of the WEB, has expired or been revoked.

Termination by operation of law will be confirmed in writing by the institution to both the student and the training company.

11.3 The practical agreement may be terminated by mutual consent between the institution, the student, and the training company.

11.4 The practical agreement may be dissolved (extrajudicially):

- a. By the training company if the student, despite repeated warnings, fails to comply with the rules of conduct outlined in articles 8.1 and 8.2.
- b. By any party if, due to compelling circumstances, it can no longer reasonably be expected for the agreement to continue.
- c. By any party if the institution, the student, or the training company fails to fulfill their legal or contractual obligations.
- d. By the student or training company if the employment contract (if applicable) between the student and the training company is terminated.

11.5 Dissolution based on section 11.4 must be communicated in writing to all other parties, including the reason for dissolution.

11.6 Before dissolving the agreement under section 11.4(c), the party failing to meet its obligations must be given an opportunity to fulfill them within two weeks. A formal notice of default is not required if fulfillment is permanently impossible or if the party has already indicated that it will no longer fulfill its obligations.

## **12. Alternative Practical Training Placement**

12.1 If the practical agreement is terminated because the training company cannot meet its obligations (e.g., the placement is unavailable, supervision is inadequate, or the company no longer has favorable certification as required under article 7.2.10 of the WEB), the institution will, in consultation with SBB, endeavor to provide a suitable alternative as quickly as possible for the student.

## **13. Final Provisions**

13.1 In cases where the practical agreement does not provide specific guidance, decisions will be made by the institution and the training company in consultation with the student.

13.2 If the matter concerns responsibilities involving SBB, SBB will be included in the discussions.