

EDUCATIONAL AGREEMENT

Agreement number

Parties

1. Student

Student code
Name
Date of birth
Address
Postcode and place
hereinafter referred to as

2. Educational institution

The legal entity ROC Mondriaan (Foundation)
having its registered office in
hereinafter referred to as
duly represented in this matter by

declare to have agreed on the following:

Article 1 Course details

Qualification (file)
Crebo code¹
Qualification level
Training programme Vocational Training/Block or Day Release/...
Intensity full time/part time...
Study load²

The course starts on
and is terminated on at the latest, or at an earlier date in accordance with Article 6

Article 2 General

1. If the qualification or qualification file referred to hereinabove is terminated by the Ministry of Education, Culture and Sciences before the end of the course, ROC Mondriaan shall offer an equivalent vocational course as a substitution.
2. If so agreed, ROC Mondriaan will also give the student the opportunity to use any additional facilities in the areas of education, the educational counselling structure, or educational support through specific arrangements on the grounds of "appropriate education", as specified in Article 8.
3. The Student Charter³ forms an integral part of this agreement. The Student Charter includes provisions for study and career information, suspension and expulsion as well as attendance and absence, and complaints and appeals.
4. ROC Mondriaan shall organise its education in accordance with the Education and Examination Regulations, the Student Charter and the National Examination Regulations. ROC Mondriaan shall ensure the availability of sufficient facilities in order for the student to complete the course successfully. This entails, among other things, that ROC Mondriaan makes arrangements for proper study counselling, practicable timetables, proper facilities, timely information about (changes in) timetables and locations, and that ROC Mondriaan will do its utmost to prevent the cancellation of educational activities.
5. Apart from the provisions in this agreement and the Student Charter, the student must comply with:
 - the conditions for enrolment³;
 - the Education and Examination Regulations³;
 - the National Examination Regulations for Vocational Education³;
 - the general conditions for the use of the Mondriaan card³;
 - the ROC Mondriaan Code of Conduct³;

- the ROC Mondriaan Code of Conduct for the Use of Internet, Intranet, and Email³;
 - the ROC Mondriaan Examination Appeals Board Regulations and Complaints Board Regulations³.
- The applicable versions of these documents are published at www.rocmondriaan.nl
6. Should legislation concerning education or examinations be amended, ROC Mondriaan will implement these changes, and the student is bound by them. The student shall be informed of such changes in a timely manner.
 7. The student declares to have full knowledge of the obligation to pay the tuition or course fees as stipulated by law. Information about refunds, if any, can be found at www.duo.nl or www.rijksoverheid.nl.
 8. The student declares to have full knowledge of the obligation to have at their disposal the necessary educational materials and books as listed for their course.
 9. The diploma will be presented after the student has met all the obligations as stipulated in the Education and Examination Regulations, including all their financial obligations towards ROC Mondriaan.

Article 3 Work-based training

1. Education in the professional practice is part of the course. For this purpose, the parties conclude an agreement with the company or organisation that will provide the relevant work-based training.
2. ROC Mondriaan shall make efforts to make arrangements for the work-based training, to which the student must adhere.
3. If the work-based training requires the student to submit a Declaration of Good Conduct (*VOG; Verklaring Omtrent Gedrag*), the student will provide the relevant department with this declaration well before the start of the training.
4. If the work-based training requires the student to submit a work permit on the grounds of their residence status, the student will contact their specific study career counsellor well before the start of the training.

Article 4 Liability of ROC Mondriaan

1. If ROC Mondriaan fails to meet its obligations, the student may submit an appeal. The arrangements for complaints and appeals, as well as the regulations of order of the Examination Appeals Board and the Complaints Board, are included in the Student Charter.
In case of gross negligence, the student may demand damages up to a maximum that is equal to the costs incurred by the student, at the amount of the sum of the tuition or course fees paid and any other costs as agreed in a financial contribution agreement and paid for the current academic year.
2. In case of failure to uphold this agreement due to the termination of the funding for the course by the Ministry of Education, Culture and Science, ROC Mondriaan's liability remains limited to paying damages. The maximum amount of these damages is €1,000.
3. ROC Mondriaan is not responsible for any consequences of the termination of this agreement due to the definitive expulsion of the student or any other causes for which the student can be held accountable.
4. ROC Mondriaan cannot be held liable for theft, misappropriation, loss, and/or damage to students' possessions or property.
5. ROC Mondriaan limits all liability, regardless of whether it arises from this agreement or any other grounds, to the amount for which the institution is insured.
Liability for indirect harm or damages is excluded at all times.

Article 5 Liability of the student

If the student fails to meet their obligations or terminates the agreement unilaterally, the Educational Manager may take the following measures:

- demand reimbursement by the student of the costs involved in agreements on additional education between ROC Mondriaan and the student (see, if applicable, Annex 1 to the agreement);
- disciplinary measures (as mentioned in the Student Charter).

Article 6 Additions, modifications, and termination of this agreement

1. This agreement may be altered and/or modified in writing in the interim with the approval of both parties.
2. This agreement is terminated:
 - by the expiration of the term of the contract as included in Article 1.
 - by the student achieving the diploma to which this agreement relates;
 - on the expulsion of the student from the course by way of a disciplinary measure⁴;
 - on the grounds of a binding recommendation on the continuation of the student's studies⁵;
 - on the grounds of the provisions in an individual learning contract or agreement form;
 - on the death of the student;
 - when based on legal duties;
 - on the failure to timely submit a possibly required Declaration of Good Conduct;
 - on the failure to timely find a workplace for completing the work-based training component;
 - on the failure to timely meet all the required conditions at the time of enrolment;
 - in mutual agreement between ROC Mondriaan and the student.
3. If the student terminates this agreement unilaterally, reimbursement of the tuition or course fees paid will only take place if the student has met the conditions as referred to in the Decree Implementing the 2000 Tuition

and Course Fee Act (*Uitvoeringsbesluit les- en cursusgeldwet*)⁶. If the student has not paid these costs as yet, they should still do so.

Article 7 Right to privacy

The student's personal data are entered in the ROC Mondriaan student administration system. The Student Personal Data Privacy Regulations³ stipulate for which purposes these data may be used. ROC Mondriaan informs the parents/guardians of any students below the age of 18 about their study progress.

By signing this agreement, any student aged between 18 and 23 grants ROC Mondriaan permission to provide their parents/guardians information about their study progress, but may revoke this permission at any time in the manner described in the Student Charter.

In case of a situation where only one parent has authority over the student, ROC Mondriaan issues information about the student's progress to the one authorised parent. For more information, please see the Student Charter.

Article 8 Appropriate education

The student applies for supportive facilities on the grounds of one or more of the following limitations⁷:

- Dyslexia/dyscalculia
- Audio-visual impairments
- Visual impairments
- Motor impairments
- ASD (Autism Spectrum Disorder)
- Otherwise: _____.

If no options are ticked, supportive facilities are not requested.

Article 16 Final stipulations

1. In cases not provided for by this agreement, the decision lies with the Educational Manager after consultation with the student.
2. This template for the Educational Agreement was adopted by the Executive Board on 24 June 2013, after the approval of the Student Council.

Thus agreed and drawn up in duplicate

In _____ Date ____/____/____

On behalf of the educational institution: The student with whom this agreement is concluded

If the student is a minor, his or her legal representative

1. *Crebo*: the Central Register of Vocational Study Programmes used by the Ministry of Education, Culture and Science.
2. Normative study load/study hours involved in the entire course, including the volume of the work-based training.
3. These regulations can be consulted through a search command on the ROC Mondriaan website (www.rocmondriaan.nl/jongeren (young students) or www.rocmondriaan.nl/volwassenen (adult students)).
4. See the Student Charter for the procedure involved in the expulsion of the student from the course.
5. See the Student Charter for the procedure involved in terminating enrolment after a binding recommendation on the continuation of studies.
6. See www.duo.nl for the 'Tuition Fees Refund Request' (*Verzoek terugbetaling lesgeld*) form.
7. Please tick as appropriate.