

ROC Mondriaan Work-based Training Agreement

Agreement number

Parties

Student

Family name

First name(s)

Address

Postcode and place

Telephone number

Date of birth

Place and country of birth

Regarding

Qualification specification file

Qualification level

Central Register for Vocational Study Programmes Code

Training programme Vocational Training/Block or Day Release

Intensity full-time/part-time

WBT providing company/organisation

Address

Postcode and place

Telephone number

Training company code

Represented in this agreement by

Educational institute **ROC Mondriaan (Foundation)**
Represented in this agreement by

Centre of expertise in industry specific vocational education

Address

Postcode and place

Represented in this agreement by

Considering:

- A. Articles 7.2.8 and 7.2.9 of the Adult and Vocational Education Act (AVEA; *Wet educatie en beroepsonderwijs*), providing for provisions in relation to work-based training and the conclusion of the workplace agreement; (substitute workplace);
- B. the positive assessment of the institution providing work-based training, also referred to as the WBT company by the centre of expertise in industry specific vocational education (as referred to in Article 7.2.10 of the AVEA).

Taking into account:

- C. that education in the professional practice is part of any vocational course according to the Adult and Vocational Education Act;
- D. that the student is registered at the educational institution pursuant to an educational agreement;
- E. that the activities to be performed by the student within the framework of this agreement are for the purpose of learning;
- F. that the education in the professional practice is part of a complete course with the intention of obtaining an acknowledged diploma.

Agree on the following:

Article 1 Purpose of the workplace agreement

The purpose of this workplace agreement is to set down the agreements about work-based training.

Article 2 Duration and extent of the work-based training

1. The work-based training comprises the following period/per calendar year: (clock) hours per week¹; the total number of hours and the distribution over the time periods are included in the Educational and Examination Regulations (EERs).
2. The work-based training commences on:
3. and ends on:

Article 3 Content of the work-based training

The work-based training will focus on (parts of) the qualification specification file. A description of the relevant components, including the final attainment target focused on development or qualification (examination) is included in the attachment to this agreement and is further detailed in the documents in which work-based training is described.

1. Relation to the EERs
 - a. Point of departure for the work-based training is the objectives set for education and development pertaining to the course as included in the Education and Examination Regulations (EERs) for the course².
 - b. The work-based training is based on a substantive plan which is included in the EERs, or to which the EERs refer.
 - c. The EERs are available for inspection by every student in an accessible place.
2. Supervision
 - a. On behalf of the WBT company, an allocated workplace trainer within the company is charged with the supervision of the student.
 - b. The school supervisor based in the educational institution will stay informed of the progress of the work-based training by maintaining regular contact with the workplace trainer and student.
3. Assessment
 - a. The educational institution has the final responsibility in the assessment as to whether the student has fulfilled the final attainment targets, core tasks, work processes, or assignments pertaining to the work-based training.
 - b. The procedure for the assessment and/or the way in which the fulfilment of the final attainment targets, core tasks, work processes, or assignments in the work-based training are examined are described in the EERs for the relevant course and are also, where applicable, included in the WBT instruction sheet.
 - c. In the assessment, the proper authority takes into account the assessment by the WBT company, with due consideration of the relevant regulations in the EERs.

Article 4 Taking examinations

The WBT company allows the student to take part in examinations by the educational institution that take place during the work-based training period.

Article 5 Workplace assessment

The WBT company declares itself to be prepared to provide for the student's assessment at the workplace.

Article 6 Liability

1. The WBT company is liable towards the student for damages suffered by the student during or in relation to the work-based training, unless the WBT company can demonstrate that it has met the obligations as referred to in Article 7:658 sub 1 of the Dutch Civil Code, or that the damages are – to a high degree – the consequence of the student's intention or deliberate recklessness.
2. The WBT company is, in principle, also liable for damages suffered by third parties as a consequence of a mistake made by the subordinate (student) (Articles 6:170 and 7:661 of the Dutch Civil Code). ROC Mondriaan has concluded the following insurances for the benefit of the students:
 - an additional, limited accident insurance.
 - an additional, limited liability insurance with a €500 excess.For more information, please consult the Educational Manager.

Article 7 Rules for conduct and safety

1. The student must comply with the rules, regulations, and instructions set by the WBT company in the interest of order, safety, and health. The student will be informed of these rules.
2. The WBT company will take measures that are aimed at the protection of the physical and mental safety of the student, as in accordance with the Working Conditions Act (*Arbeidsomstandighedenwet*).

Article 8 Confidentiality

The student is obliged to keep confidential anything that will be confided to them as secret, or will come to their knowledge as secret, or which they should reasonably understand to be of a confidential nature.

Article 9 Absence

For any absence during the work-based training period by the student, the same rules apply as set by the WBT company, as well as the rules as agreed in the educational agreement between the student and the educational institution.

Article 10 Problems and conflicts during the work-based training

1. In case of problems or conflicts during the work-based training period, the student or the WBT company will firstly contact the workplace trainer and/or the school-based supervisor. These will attempt in mutual consultation to arrive at a solution with the student or the organisation.
2. When the student or the WBT company are of the opinion that the problem or conflict was not resolved to their satisfaction, they may turn to the Educational Manager. Against a decision by the Educational Manager a complaint may be filed with the Director. Against a decision by the Director, a complaint may be submitted to the Mondriaan Complaints Board.

Article 11 Termination

The workplace agreement is terminated:

- by termination of the educational agreement between the student and the educational institution;
- by the expiration of the validity of the work permit or the inability to produce a possibly required Certificate of Good Conduct (any more);
- by the expiration of the term to which this workplace agreement applies, or at the moment that the student transfers to another course within the educational institution;
- upon completion of the examination or examinations for the course to which this agreement applies;
- if the student leaves the educational institution (prematurely) or is deregistered by the educational institution;
- in mutual consent of the educational institution, the student and the WBT company, after confirmation in writing by all parties;

- if, despite express warnings, the student does not comply with the rules for conduct as referred to in Article 7 of this agreement, after the confirmation in writing by the WBT company and/or the educational institution.
- if one of the parties deems the termination of this agreement necessary on the grounds of aggravating circumstances, and the continuation of the agreement cannot reasonably be demanded;
- when the educational institution, the student, or the WBT company does not fulfil the duties that have been set down for that party by law or the workplace agreement;
- when, if applicable, the work contract between the student and the WBT company is terminated;
- by the dissolution or loss of the legal personality of the WBT company or if the WBT company ceases to exercise the profession or activities referred to in the workplace agreement;
- if the company loses its acknowledgement as a WBT company (as referred to in the AVEA).

In case of a premature termination of the workplace agreement, the relevant party informs the other parties in writing. ROC Mondriaan will confirm the termination in writing.

Article 12 Substitute workplace

If, after the conclusion of the workplace agreement, the educational institution and the relevant centre of expertise establish that the workplace is not, or not fully, available, the supervision is insufficient or lacking, the WBT company has lost its positive qualification (as referred to in Article 7.2.10 of the AVEA), or if there are other circumstances as a consequence of which the work-based training does not take place as it should be, the educational institution and the relevant centre of expertise will provide for an adequate substitute arrangement as soon as possible.

Article 13 New agreement

If the student has not completed the work-based training successfully within the set time period, as determined in Article 2, the parties may agree on a revised work-based training programme. This will be set down in writing in an addendum that will be attached to the workplace agreement.

Article 14 Problems and conflicts due to sexual intimidation, discrimination, aggression, and/or violence

1. The WBT company will take measures that are aimed at the prevention of, or combatting, any forms of sexual intimidation, discrimination, aggression, and/or violence.
2. In case of sexual intimidation, discrimination, aggression, and/or violence, the student has the right to immediately cease all activities without this being a reason for a negative assessment.
3. The student must immediately report the stoppage to the workplace trainer and the school supervisor. When this is not possible, the student will report the stoppage to the confidential advisor at the WBT company or the educational institution.

Article 15 Foreign Nationals Employment, ID

1. The WBT company will ascertain that it has received a copy of a valid ID.
2. The WBT company will ascertain that there are no formal impediments to have the student perform work/employ the student (in accordance with the Foreign Nationals (Employment) Act (*Wet Arbeid Vreemdelingen*) and other legislation).

Article 16 Dutch law

Solely Dutch law applies to this agreement.

Article 16 Final stipulations

1. In cases not provided for by this agreement, the decision lies with the educational institution. If it concerns affairs that touch upon the responsibility of the centre of expertise, the relevant centre of expertise will be involved.
2. The student and the organisation declare that they have received and/or taken cognisance of the documents that are referred to in this agreement, especially in Article 3, and/or attached to this agreement as appendices, especially the appendix concerning the core tasks and work processes.
3. This agreement was adopted by the Executive Board after the approval of the Student Council on 24 June 2013.

Footnotes, Articles 2 and 3

- 1 The number of working hours as stipulated in a work contract (if any), may differ.
2. For instance: WBT instruction sheet, work placement book, WBT handbook.

For signatures, see the next page.

Drawn up in triplicate/quadruplicate and signed in The Hague, The Netherlands

- on behalf of the educational institution: ROC Mondriaan:

Date: __/__/__

Signature: _____

Name:

<p>- The student:</p> <p>Signature: _____</p> <p>Date: __/__/__</p> <p>Name</p>	<p>- if a minor, the legal representative:</p> <p>Signature: _____</p> <p>Date: __/__/__</p> <p>Name</p>
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- on behalf of the WBT company:

Signature: _____

Date: __/__/__

Name: _____

Centre of expertise in industry specific vocational education (required for a block or day release training programme)

Centre of expertise:

Address:

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declares:

- that the WBT company holds a positive qualification as referred to in Article 7.2.10 of the AVEA; and
- that the grounds for this positive assessment are still present in the company.

- on behalf of the centre of expertise in industry specific vocational education:

Date: __/__/__

Signature: _____

Name: _____
