

**WORK-BASED LEARNING AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

**MBO AMERSFOORT**

**2024-2025 MODEL**

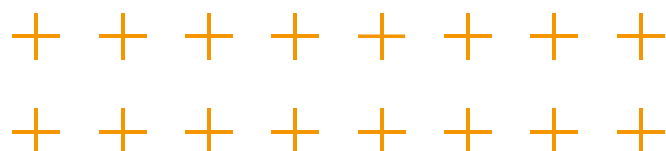


## I. TERMS IN THE WORK-BASED LEARNING AGREEMENT

General Data Protection Regulation (GDPR)	The GDPR sets out the main rules for handling personal data in the Netherlands. See: <a href="https://autoriteitpersoonsgegevens.nl/nl/onderwerpen/avg-europese-privacywetgeving">https://autoriteitpersoonsgegevens.nl/nl/onderwerpen/avg-europese-privacywetgeving</a>
Work-based learning (WBL)	WBL is education in the profession's vocational practice, which takes place in an accredited work-placement company pursuant to a work-based learning agreement. A successfully completed WBL is a statutory requirement for certification.
WBL page	The section of the WBL agreement (WBLA) that includes the student's details, the programme and the work-placement company.
Elective components	Elective components are compulsory and, in addition to the qualification, provide an opportunity to further enhance or expand the preparation for the labour market or an advanced programme. The elective component can (partly) take place during the work-based learning.
Complaints facility	A single point of contact for students for complaints, appeals and/or disputes. It can be reached at <a href="http://www.mboAmersfoort.nl">www.mboAmersfoort.nl</a>
Work-placement company	The work-placement company is the company or institute where the WBL takes place.
Education supervisor or WBL supervisor	The person from the educational institute who is responsible for supervising the WBL. This person is responsible for communication with the work-placement company and monitors the student's progress during the WBL.
Educational institute	This term refers to MBO Amersfoort
Practice supervisor or practical-training institute	The person in charge of supervising the WBL at the work-placement company.
Work-based learning agreement (WBLA)	The WBLA comprises these general terms and conditions and the related WBL page and provides for the relations between the student, the educational institute and the work-placement company.
Privacy regulations	Through these regulations, MBO Amersfoort ensures that the processing of personal data takes place in accordance with the General Data Protection Regulation (GDPR), the Dutch General Data Protection Regulation Implementation Act (Dutch: UAVG) and other codes of conduct and regulations.
Collaboration organisation for vocational education and training in business (Dutch: SBB)	The organisation that accredits and supervises practical-training companies and which students can appeal to in order to find quality apprenticeship or a practical-training job.
Apprenticeship market	Stagemarkt.nl is the SBB website that includes all apprenticeships and practical-training jobs of accredited work-placement companies for MBO students.
Education and vocational training act (Dutch: WEB)	The WEB is legislation that provides for matters related to vocational education.

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## II. TERMS AND CONDITIONS OF THE WORK-BASED LEARNING AGREEMENT

### 1. Preconditions

- 1.1. This work-based learning agreement is concluded between the student, the educational institute and the work-placement company, also referred to as "parties" in this agreement.
- 1.2. The student is enrolled at the educational institute.
- 1.3. The work-based learning agreement is exclusively governed by Dutch law.
- 1.4. On the date the work-based learning agreement is signed, the work-placement company holds a positive rating from the Stichting Samenwerking Beroepsonderwijs Bedrijfsleven (abbreviation: SBB) for the qualification referred to in article 1.5.3. of the WEB<sup>1</sup>.

### 2. Nature of work-based learning agreement

- 2.1. These General Terms and Conditions and the WBL page form the work-based learning agreement referred to in article 7.2.8. of the WEB. This agreement contains the parties' general rights and obligations.
- 2.2. Agreements specific to the WBL followed by the student are listed on the WBL page. The WBL page is an inseparable part of this agreement. Wherever this agreement mentions 'work-based learning', this means the work-based learning stated on the WBL page.

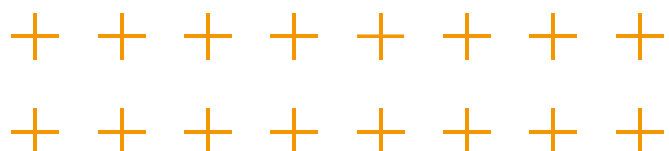
### 3. Interim amendments

- 3.1. The work-based learning agreement and, more specifically, the WBL data included in the WBL page may, during the WBL period, be amended or supplemented by written or verbal agreement of the parties.
- 3.2. An amendment to the WBL data resulting from a change to the student's educational pathway must be preceded by a request from the student for a change to the educational pathway.
- 3.3. The WBL details of the training course in which the WBL takes place can only be changed at the student's request. This request may be preceded by consultation or advice from the institute or the work-placement company.
- 3.4. The WBL details regarding the start and planned end date, term and extent of the WBL can also be changed at the request of the work-placement company. Such a request will only be met by the institute in consultation with and consent from the student.
- 3.5. In case of an interim change to the WBL data, the WBL page will be replaced with a new WBL page during the term of the WBL. This applies to the following situations:
  - a. choosing an elective component or switching from one elective component to another (if WBL on a crebo<sup>2</sup> or other elective component is already being taken);
  - b. adding a crebo to the work-based learning agreement (if an elective component is already being taken in WBL);
  - c. extending the scheduled end date;
  - d. the expiry of the scheduled end date of a WBL on an elective component or crebo if a WBL is still running for another component (elective component or crebo) in the same company that has not yet been completed;
  - e. adjusting the total number of hours;
  - f. changing crebo, e.g. from domain to domain, domain to qualification specification or qualification, from qualification specification to qualification or from a qualification to another qualification;
  - g. changing learning pathways;
  - h. switching levels.
- 3.6. The educational institute shall send the new WBL page as soon as possible in writing (on paper or electronically) to the student, and in case the student is a minor, also to his/her parent(s) or legal representative(s), and to the work-placement company.

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<sup>1</sup> If the WBL is only followed for an elective component, the work-placement company must have SBB accreditation.

<sup>2</sup> vocational training central register



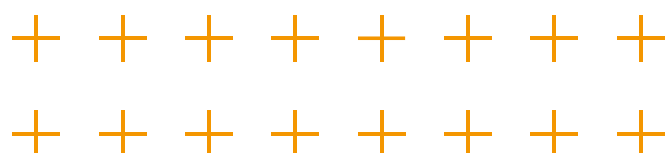
- 3.7. The student and, in the case the student is a minor, the parent(s) and/or legal representative(s) and the work-placement company will be given the opportunity to inform the educational institute in writing or verbally, within ten working days after the new WBL page is sent, that the content of the new WBL page is not accurate.
- 3.8. If the student or the work-placement company notifies that the adjusted WBL data have not been displayed accurately (in accordance with the request or the consent of the non-requesting party), the educational institute will rectify the relevant WBL data.
- 3.9. If the student or the work-placement company objects to the fact that the WBL data have been adjusted without a request or consent, the institute will delete the new WBL page. In this case, the student will continue the WBL at the work-placement company, as stated on the original WBL page, until consent is obtained from both parties.
- 3.10. If a change is made without the consent of the student and/or the work-placement company, and this change is not adjusted despite repeated requests from the student/ and/or the work-placement company, the student may file a report with the [Complaints Facility](#) within 6 weeks of receiving the change.
- 3.11. If the student and/or the work-placement company do not respond within 10 working days, the new WBL page replaces the previous WBL page and consequently becomes part of the work-based learning agreement.
- 3.12. If an elective component takes place in the work-placement company, in which the WBL of the programme already takes place, it will be included in the WBL page.
- 3.13. If an elective component takes place at another work-placement company, a separate work-based learning agreement will be drawn up.

#### **4. Study-programme specifications and structure**

- 4.1. Work-based learning is an element in every vocational training as referred to in the WEB. Work-based learning takes place at a work-placement company recognised by the SBB on the basis of a work-based learning agreement. The work-based learning agreement includes arrangements on work-based learning to enable the student to acquire the knowledge and experience required for the qualification/elective component. The activities carried out by the student under this agreement are geared to learning.
- 4.2. The work-based learning is based on the educational and training objectives applicable to the programme, as described in the Education and Examination Regulations (EER) for each programme. The work-based learning is based on a substantive plan for work-based learning that has been set down in the study-specific programme guide and the included EER. The work-placement company must know exactly which part of the qualification the student must achieve during his WBL. The programme guide and the included EER for each programme can be found on the website of the educational institute.
- 4.3. Elective components are an inseparable part of the programme, based on the revised qualification specifications. Taking elective components and concluding them with an exam is a compulsory part of the programme. The student chooses elective components at the start of or during the programme. These are recorded in the student-tracking system. Some elective components are partly or entirely completed during work-based learning. In that case, this elective component is recorded on the WBL page, which is an inseparable part of this work-based learning agreement. Several elective components can be taken at one and the same work-placement company, whether or not supplementary to the current work-based learning agreement.

#### **5. Work-placement company's (effort) obligation**

- 5.1. The work-placement company enables the student to achieve the agreed learning objectives and consequently complete his/her WBL. The work-placement company organises ample daily supervision and training of the student on the shop floor and provides the student the opportunity to draw up and carry out his WBL assignments. The work-placement company participates in the agreed contact moments between the student, educational institute and work-placement company about the apprenticeship. The work-placement company, together with the educational institute, arranges a contact moment at the work-placement company itself.

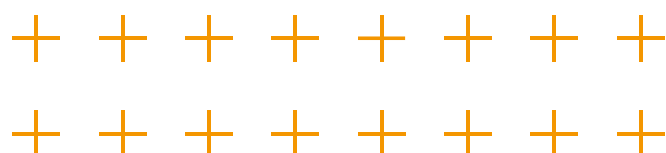


- 5.2. The work-placement company appoints a practice supervisor who is in charge of supervising the student during the work placement. The student is notified of the person who will be his practice supervisor at the start of the WBL. The details of the practice supervisor can be found in the student-tracking system.
- 5.3. The work-placement company agrees to allow an official of the educational institute to assess the WBL at the work-placement company.
- 5.4. During the WBL period, the work-placement company shall enable the student to participate in the education provided by the educational institute according to the applicable timetable as well as in tests and/or examinations.
- 5.5. The work-placement company provides the student with the basic equipment needed for the WBL.
- 5.6. The work-placement company pays the student an expense allowance covering at least all costs in euros that a student has to incur pursuant to the company or pursuant to the law in order to do an apprenticeship at the company. This expense allowance includes travel costs if they are not reimbursed in another way, as well as a certificate of conduct where required. This applies to both bol and bbl students<sup>3</sup>.
- 5.7. The Working Hours Act applies to all trainees.
- 5.8. Where appropriate, the work-placement company is responsible for reporting the student to authorities such as the industrial insurance board and tax authorities in a timely manner.

## 6. Educational institute's (effort) obligation

- 6.1. The educational institute ensures adequate supervision by the education or WBL supervisor. The student will be notified of the person who will be his supervisor is at the start of the WBL. The details of the education supervisor can be found in the student-tracking system.
- 6.2. The institute organises and participates in the agreed contact moments between the student, institute and work-placement company. The (Dutch) national Apprenticeship Pact 2023 provides that the school will organise a minimum of three contact moments between the work-placement company, student and school, at least one of which will be physically on location of the work-placement company. For the other two contact moments, the institute, student and work-placement company can mutually decide which contact method is preferred. Deviation from the three contact moments or the physical contact moment may exceptionally be deviated from stating reasons in the following cases:
  - a. In case only an elective component is taken in the WBL;
  - b. because of the short term of the WBL;
  - c. in case the WBL takes place abroad.
- 6.3. The education supervisor monitors the progress of the WBL by maintaining regular contacts with the student and with the work-placement company's practice supervisor, and monitors the progress and the alignment of the student's learning objectives with the work-placement company's learning opportunities.
- 6.4. Educational supervisors build expertise in order to (re)recognise, prevent and address apprenticeship discrimination. They address learning companies in case they receive such messages from students.
- 6.5. The educational institute has a hotline (directly and anonymously by calling 033-4678844) in place, where students can report apprenticeship discrimination and improper deployment of students, and receive support and follow-up care.
- 6.6. The educational institute must disclose the timetable at least two weeks before the start of the education term, allowing students and work-placement companies to plan accordingly.
- 6.7. In case of the student's unauthorised absence, the practice supervisor shall report this to the education supervisor without delay.
- 6.8. The educational institute bears final responsibility in assessing whether the student has obtained the parts of the qualification followed in the WBL. The procedure of assessment and the method of assessing the WBL are described in the study-programme guide of the or in the WBL handbook.
- 6.9. The educational institute adopts the work-placement company's assessment of the student as part of the student's assessment.
- 6.10. Completion of work-based learning with a positive result is a prerequisite for graduation.

<sup>3</sup> BBL refers to a vocational supervised learning pathway and a BOL course has a vocational training pathway



## **7. Student's (effort) obligation**

- 7.1. The student shall make every effort to successfully complete his learning objectives within the agreed deadline. This shall be before, yet no later than the planned end date listed on the WBL page. In particular, the student is obliged to effectively follow the WBL, and to be present on the days and times agreed with the work-placement company, unless this cannot be expected of him for compelling reasons.
- 7.2. The student must allow for the fact that the WBL takes place on days and times commonly applicable to the relevant sector, which means that the WBL may also take place during school holidays, weekends and evening hours.
- 7.3. For absence during the WBL, the student is subject to the rules applied by the work-placement company as well as those laid down in the student statute.
- 7.4. The student participates in the agreed contact moments of the student, institute and work-placement company.

## **8. Further arrangements with the student**

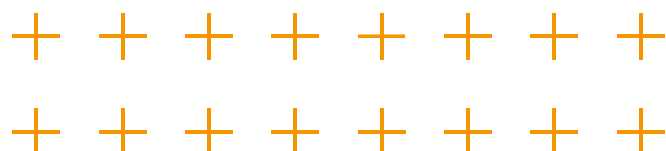
- 8.1. The institute, the student and the work-placement company shall make specific agreements on the structure and activities of the WBL, the supervision method and frequency, the personal learning programme and assessment. The student participates in the agreed contact moments between the student, school and work-placement company.
- 8.2. These agreements will be set out in writing in an addendum and form part of the work-based learning agreement.
- 8.3. Adjustments through customised pathways for students with assistance needs, such as adjustments in time, form and workplace, are discussed with the work-placement company and recorded in the student's individual supervision plan.

## **9. Rules of conduct, safety and liability**

- 9.1. The student shall observe the rules, regulations and instructions applicable at the work-placement company in the interests of order, safety and health. The work-placement company will notify the student of these rules before the start of the work placement.
- 9.2. The student shall observe confidentiality with regard to everything that is entrusted to him under confidentiality or that has come to his knowledge as confidential or of which he should reasonably understand the confidential nature. The work-placement company will inform the student of matters that are in any case covered by confidentiality.
- 9.3. The work-placement company shall take measures aimed at protecting the physical and mental integrity of the student in accordance with the Working Conditions Act.
- 9.4. The work-placement company bears liability for any damage caused to the student during or with respect to the work placement, unless the work-placement company demonstrates that it has complied with the obligations set out in Book 7, Section 658 paragraph 1 of the Dutch Civil Code, or that the damage is to a significant extent the result of intent or deliberate recklessness on the part of the student.
- 9.5. The work-placement company bears liability for any damage caused by the student in the performance of his work during or with respect to the WBL to the (property of the) work-placement company or to (the property of) third parties, subject to a case of intent or conscious recklessness on the part of the student.
- 9.6. The educational institute is indemnified for damage caused to the student, the work-placement company or third parties in the performance of the apprenticeship.
- 9.7. In all cases, the educational institute's liability is limited to the conditions and the coverage based on the conditions in the insurance taken out by the educational institute. This means that such liability is limited to the amount to be paid by the educational institute's insurance company.

## **10. Problems and conflicts during work-based learning**

- 10.1. In case any problems or conflicts arise during the WBL, the student must first address the practice supervisor of the work-placement company or the educational supervisor of the educational institute. They will try to reach a solution together with the student.
- 10.2. If the student feels that the problem or conflict has not been resolved satisfactorily and the problem or conflict is caused by the fact that the work-placement company does not or insufficiently comply with the agreements made in this agreement, the student may discuss the options in consultation with the institute's apprenticeship supervisor.



- 10.3. If the parties are unable to come to an agreement, both the student and the work-placement company may file a report with the [Complaints Facility](#) within 6 weeks.
- 10.4. The education supervisor tells the student in advance and during the WBL how the student can recognise apprenticeship discrimination, report it to the institute and how the institute deals with it.
- 10.5. The work-placement company takes measures aimed at preventing or combating forms of sexual harassment, discrimination, aggression or violence. In case of sexual harassment, discrimination, aggression and/or violence, the student has the right to stop work immediately, while this situation shall not result in a negative assessment. The student must immediately report the work interruption to the practical-training institute and the WBL supervisor. If this is not possible, the student must report the work interruption to the confidential advisor of the work-placement company or the institute. The institute shall notify SBB.
- 10.6. Signs of discrimination are initially reported at the institute. Following the report, a discussion takes place between the student, work-placement company and institute. If the discussion gives cause to do so, the institute shall report traineeship discrimination and/or a (socially) unsafe environment for students to SBB.
- 10.7. In the case of any apprenticeship discrimination or apprenticeship abuse, students can report this through the social-safety line of MBO Amersfoort (directly and anonymously on telephone number 033-4678844) or through the Complaints Facility. In addition, students can report apprenticeship discrimination outside the institute to a regional anti-discrimination facility, the Human Rights Board and the police. Students can also seek advice from the Inspectorate of Education's Confidential Inspectorate.  
Major incidents and/or structural WBL complaints are reported by the institute to SBB.
- 10.8. The institute records all reports and observations from students about recognised learning companies and - with the student's consent - passes these on to SBB anonymously. This also applies when no action is requested from SBB.

## **11. Data sharing and privacy**

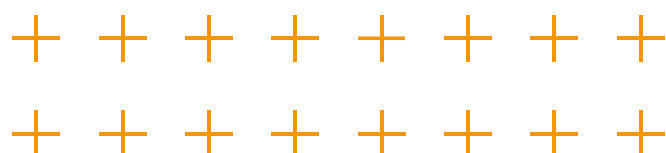
- 11.1. The student has the right to inspect his own student file and, more specifically, the WBL data processed by the educational institute.
- 11.2. When sharing data about the student, the educational institute and the work-placement company shall observe the General Data Protection Regulation (GDPR). This means, among other things, that the student's personal data is handled in a careful, secure and confidential manner and that they are transparent about this in respect of the student.
- 11.3. The educational institute's privacy regulations specify which student data will be provided to the work-placement company as well as the conditions and when the student's consent is required.
- 11.4. If the student follows the vocational training pathway (BBL), the student agrees that the work-placement company is entitled to inspect the student's results statement and attendance records in the student-tracking system.

## **12. Fees and agreement to the course fees**

- 12.1. If the work-placement company's collective labour agreement includes agreements on apprenticeship remuneration, the work-placement company will make sure that the student shall effectively receive such remuneration according to the collective labour agreement.
- 12.2. Where applicable, the adult BBL student authorises the work-placement company mentioned in this document to pay the legally due course fees, as well as any other training costs, on his behalf. The student himself remains responsible for payment of the course fees that are due by law.

## **13. Term and end of the work-based learning agreement**

- 13.1. The work-based learning agreement takes effect after the signing of the first WBL page and is basically entered into for the duration of the WBL period stated on the WBL page.
- 13.2. The work-based learning agreement ends by operation of law:
  - a. From the moment the student has completed the apprenticeship according to the statutory requirements or in the case of an elective component if the student has completed the apprenticeship.



- b. By the expiry of the term to which this work-based learning agreement applies (see WBL page), or if the student transfers to another course within the educational institute;
  - c. By termination of the student's enrolment at the institute.
  - d. By dissolution or loss of legal personality of the work-placement company or in the event that the work-placement company ceases to exercise the profession referred to in the work-based learning agreement at the said company.
  - e. When the recognition of the work-placement company referred to in article 1.5.3. of the WEB has expired or been withdrawn.
- 13.3. The practical agreement may be terminated by mutual agreement among the institute, the student and the work-placement company or at the request of the student.
- 13.4. The work-based learning agreement may be terminated (out of court):
- a. By the work-placement company if the student, despite explicit (repeated) warning, does not comply with the rules of conduct mentioned in articles 9.1 and 9.2 of these general terms and conditions.
  - b. By either party if, on the basis of serious circumstances, that respective party can no longer be reasonably required to continue the work-based learning agreement.
  - c. By either party if the institute, the student or the work-placement company fails to comply with the obligations imposed on it by law or in the work-based learning agreement.
  - d. By the student or the work-placement company, if the employment agreement (if any) between the student and the work-placement company is terminated.
- 13.5. In the event of termination of the work-based learning agreement as referred to in Articles 13.2 and 13.3, as well as in the case of a termination of the work-based learning agreement as referred to in Article 13.4, the institute will confirm this in writing to the student and the work-placement company.
- 13.6. A termination by either party under clause 13.4 shall be confirmed in writing to the other parties stating the reason for termination.
- 13.7. Prior to dissolution under Article 13.4 under c, the party failing to fulfil its obligations must be given the opportunity by the other parties to still fulfil its obligations within a period of two weeks. A written notice of default will not be required if compliance is permanently impossible or if the party has already stated that it will no longer comply with its obligations and setting a deadline is unnecessary.

**14. Replacement of practical-training location**

- 14.1. If the work-based learning agreement is terminated because the work-placement company fails to meet its obligations (the work WBL place is not or not fully available, supervision is inadequate or absent, the work-placement company no longer has a positive rating as referred to in Article 1.5.3 of the WEB or there are other circumstances due to which the WBL can no longer take place properly), the institute will ensure, in consultation with SBB, that an adequate replacement facility shall be provided to the student as soon as possible.
- 14.2. If and as a premature termination of this agreement is attributable to the student, the student shall have a best-efforts obligation to ensure an appropriate alternative in a timely manner.

**15. Final provision**

- 15.1. In cases not provided for in the work-based learning agreement, the institute and the work-placement company shall take a decision in consultation with the student.
- 15.2. SBB will be notified with respect to this in the event that the case involves matters under SBB's responsibility.

