

General Terms and Conditions of the Professional Practice Agreement Summa College

Article 1 Concepts

1. Student: the person who is enrolled at Summa College to follow a Course, or part of a Course.
2. Institution: Summa College, based in Eindhoven. Summa College is an educational institution maintained by the legal entity Stichting ROC Summa College, to which, among other things, the Education and Vocational Education Act ("WEB") and the Les- en Cursusgeldwet 2000 apply.
3. Training company: the company (or employer) that takes care of the vocational training ("BPV") and the associated daily guidance as part of the Training.
4. OER/training guide: the Education and Examination Regulations, contains the rules that must be laid down on the basis of the WEB for the Course.
5. Training: the Training as stated in the most recently published Training Bulletin of the Institution.
6. Training Sheet: the part of the education agreement as referred to in article 8.1.3 of the WEB which states: the name of the domain or the qualification file or the qualification depending on the nature of the enrolment; the code of the Course (CREBO); the learning path of the Course; the (intended) level of the Course and the duration of the Course.
7. BPV-blad: the part of the professional practice agreement ("BPVO") which contains the specific details of the Student, the Training Company and the Institution, as well as:
 - the crebo code, level, learning pathway, start date, end date and number of hours to be followed per calendar year of the BPV relating to a qualification (file) and/or
 - identification code, the start date, the end date and the number of hours to be tracked per calendar year of the BPV relating to an optional part.

Article 2 Nature of the agreement and interim amendment BPV data

1. The General Conditions, together with the BPV Schedule, form the BPVO as referred to in Article 7.2.8. of the WEB. This agreement sets out the rights and obligations of the parties. Agreements specific to the BPV to be followed by the student can be found in the BPV Schedule. The BPV Schedule is an integral part of this agreement. Wherever this agreement contains the BPV, it is referred to as the BPV set out in the BPV Schedule.
2. The BPV data in the BPV Schedule may be amended and/or supplemented during the BPV Period with the consent of the parties without re-signing the amended and/or supplemented BPV Schedule. If the change to the BPV details is the result of a change in the Student's educational pathway, it must be preceded by an amendment to the Training Sheet of the Education Agreement.
3. The Student and the Institution may both take the initiative to amend(s) and/or supplement(s) the BPV data relating to the training under which the BPV is being followed. Actual implementation by the Institution of these change(s) and/or supplement(s) to the BPV Sheet is only possible at the request of or with the consent of the Student. The Institution and/or the Training Company can always actively advise the Student in this respect.
4. The student, the Training Company and the Institution may take the initiative to amend(s) and/or supplement(s) the BPV data relating to the start and planned end date, duration and scope of the BPV. The Institution may only implement these change(s) and/or addition(s) to the BPV Schedule at the request of or with the consent of both the Student and the Training Company. The Institution and/or the Training Company can always actively advise the Student in this respect.
5. In the event of an interim change to the BPV data, the BPV Schedule will be replaced during the life of the BPV by a new BPV Schedule containing all the current BPV data including the change(s) and/or supplement(s).
6. The Institution will inform the Student and the Learning Company in writing or digitally about the new BPV magazine. If the student is underage, the institution will also inform his/her parent(s)/legal representative(s).
7. If the Student, his or her parents/legal representative(s) and/or the Learning Company do not agree with the content of the new BPV sheet, the party that does not agree must notify the school in writing or digitally within ten school days.
8. If the Student and/or the Learning Company indicates that the amended BPV data does not reflect the requesting party or the consent of the non-sending party/parties, the Institution will correct the relevant BPV data and communicate again as described in paragraph 6 above.
9. If the Student and/or the Training Company objects as described in Clause 7, the Institution will delete the new BPV Sheet. In that case the Student will continue to follow the BPV in the Training Company as stated in the original BPV Schedule, until the agreement of both parties is obtained.
10. If the Student and/or the Training Company does not respond within the period specified in paragraph 7 above, the new BPV sheet will replace the previous BPV sheet and thus become an inextricable part of the professional practice agreement.
11. The Institution shall keep the BPV Sheet and all preceding BPV Sheets of this Agreement in the Student's file. Parties, including, in the case of underage students, his/her parent(s)/legal representative(s), have a right of access to all BPV Journals.
12. The student council of the Institution has agreed to these general terms and conditions. The applicable general terms and conditions have been published on www.summacollege.nl.
13. With the consent of the Student Council, the institution is authorised to make amendments to these general terms and conditions. These amendments take effect at the announced time of entry into force, unless the Student has objected to this in writing within fourteen days. The Institution will inform the Student of the amended terms and conditions in good time.

Article 3 Education through professional practice

1. Education in the practice of the profession (vocational training) is part of every vocational training in accordance with the Education and Vocational Education Act.
2. Professional practice is part of the programme offered by the Institution for which the Student has enrolled, and takes place under the daily supervision of the Training Company. The Student is enrolled at the Institution on the basis of an educational agreement.
3. Parts of the course based on the revised qualification files are an inseparable part of the programme. It is a compulsory part of the programme to follow the individual choices and to conclude with an examination. At the start of or during the course of the Course, the Student chooses the parts of the choice, which are mentioned on the Course Sheet. The Student may opt for an optional part which is filled in in the professional practice. In that case this is registered on the BPV-blad. Several parts of the choices can be followed at the Training Company, whether or not in addition to the current professional practice agreement.
4. The Training Company will give the Student the opportunity, for the duration of the professional practice and the number of hours stated on the BPV magazine, to carry out work and tasks which enable the Student to meet the learning objectives for professional practice to be set by the Institution.
5. The Study Programme or the part of the Study Programme for which the Student is enrolled at the Institution includes a practical period of at least the clock hours of professional practice to be supervised by or pursuant to the law.
6. For the qualification for which Student is enrolled, the Training Company has a favourable assessment from the Collaborative Organisation for Vocational Education and Training in the Business Sector ("SBB") in accordance with article 7.2.10 of the WEB.

Article 4 Content of professional practice

1. The starting point for professional practice formation is the qualification file established by the relevant SBB and applicable nationally for the study programme. The activities at the Training Company, which the Training Company must supervise, are aimed at achieving the educational and training objectives arising from this qualification file.
2. The supervision of the Student; that part of the qualification and/or the part of the choice that the Student must obtain during professional practice, and the assessment thereof, are laid down in the OER/Training Guide. The Institution may also adopt a practical plan/professional practice workbook with appendices and practical assignments.
3. The professional practice is based on a substantive plan for professional training that is included in or referred to in the Study Programme Guides/OER.

Article 5 Practical programme and guidance

1. The Training Company and the Institution set up the practical part (the professional practice) of the Programme for the Student in such a way that the educational and training objectives stated in the Programme guide/OER, whether or not supplemented by means of the practical plan/professional practice workbook, are achieved, with attention to the work processes involved.
2. The Training Company and the Institution each appoint one or more supervisors. The supervisor of the Training Company ("practical trainer") is responsible for the supervision within the Training Company. The supervisor of the institution ("bpv supervisor") is charged with the direction during the practical supervision.
3. The bpv supervisor follows the course of professional practice by maintaining regular contact with the practical trainer and the Student. The bpv supervisor periodically visits the institution's practice location and discusses the progress of professional practice with the Student and the Training Company.
4. The Training Company will provide sufficient reception, introduction, placement and supervision of the Student at the practical location. The instructions that the Student receives from the Training Company or the practical trainer in the context of professional practice are followed by the Student.

5. With due observance of the Personal Data Protection Act, exchange of guidance and training data takes place between the Institution and the Training Company (see also the privacy regulations, published on www.summacollege.nl).

Article 6 Assessment of professional practice

1. The institution is responsible for the assessment of the core tasks, work processes, competencies and skills based on professional practice.
2. In its assessment, the Institution takes into account the opinion of the Training Company.
3. The procedure of assessment and the way in which the competencies of professional practice are examined are described in the Training Guide/OER.
4. The Training Company commits itself to allow examination of the professional practice if necessary at the place of practice and supervises the preparation and completion of the practical assignments. The Training Company makes every effort to facilitate the assessment of professional practice and other forms of examination at the place of practice (at the Training Company).

Article 7 Special care Training company

1. The Training Company undertakes to give the Student the opportunity to follow the guided teaching time to be provided by the Institution and to participate in educational activities and examination components.
2. The Training Company is obliged to observe the same duty of care towards the Student as applies to the other employees within the company, all this in accordance with the applicable laws and regulations with regard to workplace safety, good employment practices and any applicable central employment conditions.
3. In any case, the daily practice time for the Student is not longer than the working time of the other employees of the department/section/group where he/she is placed, unless another agreement has been made about this. The working time may not be in conflict with the labour legislation relating to young people. For time off and leave, the provisions in the terms of employment of the Training Company apply.
4. The Training Company takes measures aimed at preventing or combating forms of sexual harassment, discrimination, aggression or violence. In the case of sexual harassment, discrimination, aggression and/or violence, the Student has the right to immediately resign the work within the framework of professional practice without this being a reason for a negative assessment. The Student reports an interruption of the professional practice directly to the professional trainer and/or private practice supervisor. If this is not possible, the Student will report the interruption to the confidential counsellor of the Training Company and/or the Institution.

Article 8 Special agreements with the Training Company

1. If and in so far as further agreements have been made between the Institution and the Training Company, the Institution will ensure, as far as possible and in consultation with the Training Company, that the supervised teaching time is provided at the location of the Training Company.
2. In that case, the Institution may, in consultation with the Training Company, offer additional (educational) activities in which the Student is required to participate. The Institution is not obliged to charge the costs of these activities to the Student.
3. By signing the professional practice agreement, the student authorises the training company to pay the costs associated with the study programme (including those referred to in Article 7 of the General Terms and Conditions of the Education Agreement, including statutory tuition fees) if the Training Company or the umbrella organisation/consortium is prepared to bear these costs.
4. The Training Company and the Institution can agree on the further details of their mutual relationships in a further (customised) agreement.

Article 9 Special obligations Student

1. The Student follows the instructions of the supervisor and the practical trainer to the best of his or her ability.
2. The Student will report illness and apply for permission to take special leave in accordance with the relevant provisions of the Absenteeism Protocol, which is published on www.summacollege.nl.
3. The Student is obliged to keep secret everything that is entrusted to him/her under confidentiality or that has come to his/her knowledge as a secret or of which he/she should reasonably understand the confidential nature.
4. The Student is obliged - partly in the interest of order, safety and health - to observe the rules of conduct, regulations and instructions of the Training Company, and otherwise to behave as may be expected of a good Student/employee.
5. In the event of problems or conflicts during professional practice, the Student first addresses the practical trainer and/or the supervisor. They will try to find a solution after consultation with the Student.

Article 10 Liability and insurance

1. The Training Company is liable towards the Student for damage suffered by the Student during or in connection with professional practice, unless the Training Company demonstrates that he has fulfilled the obligations referred to in Section 7:658 (1) of Book 7 of the Dutch Civil Code (Burgerlijk Wetboek) (by analogy or otherwise), or that the damage is largely the result of intent or conscious recklessness on the part of the Student.
2. The Institution is not liable for damage caused by the Student to the Training Company or to third parties during or in connection with professional practice. The Training Company is insured against the financial risk of statutory corporate liability, also towards the Student.
3. For the benefit of the Student, the Training Company takes out additional insurance against the risks of civil liability. In addition to this, the Institution takes out a supplementary liability and accident insurance for the benefit of the Student in the vocational training pathway. This then concerns secondary cover as a result of which the liability of the Training Company takes precedence (primary cover). This secondary cover is subject to the conditions as stated in the policy or policies of the relevant supplementary liability and accident insurance.
4. The Institution and the Training Company cannot be held liable for theft, embezzlement, loss and/or damage of property or possessions of the Student at the place of professional practice, or for damage suffered by the Student in the event of suspension and/or removal.

Article 11 Termination of Professional Practice Agreement 1. This

Agreement shall terminate:

- a. by termination of the Education Agreement between the Student and the Institution, including termination of enrolment;
 - b. because the Student successfully obtains a diploma, certificate or assessment, for which the professional practice had to be followed, or in the case of an optional part if the Student obtains the BPV has completed;
 - c. in mutual consultation between the Student, the Institution and the Training Company;
 - d. upon termination of the agreed work or, if applicable, upon termination of the employment contract;
 - e. if one of the parties deems it necessary to terminate this agreement on the grounds of serious circumstances and cannot reasonably be required to allow this agreement to continue. The party concerned shall inform the other parties in writing;
 - f. by written notice of termination on the part of the Institution, if the Student fails to fulfil his/her duty culpably fails to comply with the agreement; this shall in any event be understood to mean:
 - unauthorised absence during the practical period;
 - failure to comply with the provisions of Articles 8.4 and 8.5;
 - g. by written notification from the Institution to the parties, if the SBB has established that the practice location is not or not fully available, the supervision is inadequate or missing, the Training Company no longer has a favourable assessment as referred to in article 7.2.9. first paragraph of the WEB.
2. In the event of termination as referred to in the previous paragraph under g, the Institution will, after consultation with the SBB, promote the provision of an adequate replacement provision for the Student. The Institution may charge the costs involved to the Training Company.

Article 12 Final provision

1. In cases not provided for in this agreement, the Institution and the Training Company will decide after consultation with the Student. SBB will be involved if it concerns matters that affect its responsibility.
2. The Student and his/her parent(s)/legal representative(s) declare to have read and agree to the general terms and conditions that form part of this agreement, as well as to read and comply with all applicable regulations, rules and protocols.
3. If a Student is of the opinion that this agreement is applied incorrectly or carelessly, the Student may submit his dispute or complaint to the Institution.
4. The Complaints Regulations, the Student Fees Regulations, the Absence Protocol, the Student Charter, the Binding Study Advice Regulations, the Examination Regulations, the Regulations and Code of Conduct for the Use of ICT Resources, the Privacy Regulations and other relevant regulations are established by the Institution and can be viewed at www.summacollege.nl. The applicable programme guide/OER, as well as the BPV protocol, can be viewed on the Student's personal digital learning environment.

This agreement is exclusively governed by Dutch law.

General Terms and Conditions of the Professional Practition Agreement Foundation ROC Summa College, date of entry into force 13-03-2017