

General Terms and Conditions of the Education Agreement Summa College

Article 1 Concepts

1. Student: the person who is enrolled at Summa College to follow a study programme or part of a study programme.
2. School: an organisational unit within Summa College, which provides a number of courses grouped by sector.
3. 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.
4. Training company: the company that (or the employer that) takes care of the professional practice and the associated daily supervision as part of the Training.
5. OER/Training Guide: the Education and Examination Regulations, contains the rules to be laid down on the basis of the WEB and the qualification file for the Course.
6. Training: the training as stated in the most recently published Training Journal published by the Institution.
7. 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.
8. Exam participant: the person enrolled at Summa College for the exclusive use of the examination facilities.
9. Exam Sheet: The part of the Exam Agreement that indicates: the qualification, the code of the qualification (CREBO), the learning pathway, the level and the date from which the Exam Participant can make use of the examination facilities.

Article 2 Nature of this Agreement

1. These general terms and conditions, together with the Training Sheet, constitute the education agreement as referred to in article 8.1.3 of the WEB ("agreement"). This agreement contains the general rights and obligations of the parties.
2. During the course of the Course, the course information as stated in the Course Sheet may be amended and/or supplemented by mutual consent of the parties, without the need to re-sign the amended and/or supplemented Course Sheet.
3. The Student and the Institution may both take the initiative for the establishment of change(s) and/or supplement(s) to the course information, but change(s) and/or supplement(s) to the Schedule can only be actually implemented by the Institution at the request of or with the consent of the Student. The Institution can always actively advise the Student in this respect.
4. If the Institution makes changes and/or supplements to the course data during the term of the Course, the Course Sheet will be replaced by a new Course Sheet containing all current course data including the change(s) and/or supplement(s). The Institution will inform the Student and his/her parent(s)/legal representative(s) in writing or digitally about the new Course Sheet.
5. If the Student and his/her parent(s)/legal representative(s) do not agree with the contents of the new Programme Sheet, for example because the adjusted programme data are not correctly displayed, he/she must inform the school of this in writing or digitally within ten school days. If the Student does not respond within the agreed term, the new Programme Sheet replaces the previous Programme Sheet and thus becomes an inextricable part of this agreement.
6. The Institution shall keep the Course Sheet and all previous Course Sheets of this agreement in the Student's file. The Student and his or her parent(s)/legal representative(s) on the occasion of his or her minority, always have the right to inspect all Course Sheets.
7. If the Student is deregistered as a Student and subsequently enrolled as an Exam Participant at the Institution, the Programme Sheet will be replaced by an Exam Sheet with accompanying general terms and conditions that together form the Examination Agreement, without having to sign the Exam Sheet, unless the Student and his/her parent(s)/legal representative(s) are informed by the Institution, in writing or digitally, that they do not agree with the contents of the Examination Sheet and/or the associated general terms and conditions which together form the Examination Agreement, within 10 school days after the Institution has informed them of this in writing or digitally.
8. The Student Council of the Institution has agreed to the Model Education Agreement, consisting of the Programme Gazette and the General Terms and Conditions. The applicable general terms and conditions have been published on www.summacollege.nl.
9. By signing the education agreement, the parent(s)/legal representative(s) of the underage student agree that the underage student can independently enter into the practical agreements for the private employment contract.
10. 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 Supervised teaching time and professional practice

1. The Institution shall ensure that the teaching programme includes at least the teaching hours to be supervised by or pursuant to the law ("supervised teaching time"). The in-school training company shall ensure that at least the teaching hours to be supervised under or pursuant to the law are offered ("professional practice training").
2. Professional practice is part of this course. Agreements on professional practice are laid down in a separate professional practice agreement ("BPVO"). To this end, the Institution uses a model BPVO that complies with the provisions of article 7.2.8 paragraph 2 WEB.
3. Professional training takes place under the responsibility of the student company, unless agreed otherwise.

Article 4 Content and layout of the teaching and examination facilities

1. Each year, the Institution describes the content and structure of the Training (including the examination facilities) in the Training Guide/OER.
2. Choices are an integral part of the course on the basis of the revised qualification files. It is an obligatory part of the programme to follow the individual choices and to conclude with an exam. At the start or during the course of the course, the student chooses the parts of the choices. When a student makes a choice to follow a certain part of the course, this will be registered on the Course Sheet. If the Student makes a choice for an elective part later in the Programme, a new Programme Sheet will be published with the Education Agreement. The number of choice sections depends on the type of Study Programme.
3. The Student has taken note of the course guide/OER on the content and structure of the course. The Institution informs the Student in good time about important changes in the Programme.
4. The Institution sets up the Course in such a way that the Student should reasonably be able to complete the Course successfully within the set term. The Institution takes care of the core of the supervised teaching time.
5. In addition to this agreement and the associated Study Programme Guide/OER, the Institution and the Student may lay down further agreements in writing regarding additional supporting activities, previously acquired competences, exemptions and other matters relating to the Study Programme. The written agreements in question form part of this agreement.

Article 5 Accompanied teaching periods and locations

1. At the beginning of and during each educational period, the Institution makes known to the Student the (period) timetable and the place where the supervised educational time is provided. The Student is obliged to follow the supervised teaching time in accordance with the schedule applicable to him/her.
2. The Institution has the right to change the location or the timetable for organisational or educational reasons.

Article 6 Binding study advice, tutoring and study and vocational guidance

1. In the first year, the school issues a binding study advice to every Student who is enrolled in a programme of study regarding the continuation of their study in accordance with the Binding Study Advice Regulations as included in the TER. This binding study advice may lead to termination of the education agreement.
2. From the second year onwards, at the request of the Student or in the event of insufficient progress in the course of studies, the school will provide appropriate study guidance and regular advice on continuation of the study within or outside the Course.
3. At any time the student can request study and vocational guidance from the school.

Article 7 Training costs

1. The Student complies with his financial obligations arising from this Teaching Agreement, including the obligations under the Teaching and Course Law. The tuition fee is collected by DUO. The course fees are collected by Summa College. Payment of the course fees must be made within 30 days of receipt of the invoice at the latest. In addition to the law, the institution has laid down its own specific rules on the refund and settlement of course fees in the Student Fees Regulations.
2. The overview of the student-related teaching materials (prescribed teaching materials) ~~and books~~ which the Student must have at his or her disposal at the start of the Course, will be announced to the Student by the school in good time before the start of the Course. The Student decides for himself/herself how and where he/she purchases these prescribed educational supplies. Access to the educational activities may be denied if the Student does not have these prescribed educational supplies with him/her.
3. The school can offer (training) activities for which the Student can apply on a voluntary basis. Participation in these activities is voluntary and not necessary in order to successfully complete the Course within the agreed term. If the Student chooses to take part in these activities, the school may charge extra costs for this, the so-called voluntary contribution for educational supplies to be purchased voluntarily.
4. Costs relating to a programme in the third course of study will be charged by Summa College. The tuition and course fees regulations do not apply (see Student fees regulations).

Article 8 Duty of effort, Student Charter, absenteeism and conduct

1. The Student is obliged to make every effort to the best of his or her ability and has his or her own responsibility to complete the Study Programme successfully within the intended period of study. The Student undertakes to take the examination and the tests for the components of the examination, including those within the framework of professional practice.
2. The Student is subject to the Student Charter, which contains rules on living and working conditions as well as rules on conduct, education, including the Absence Protocol, and the procedures for the suspension and removal of the Student.
3. The Absenteeism Protocol lays down, among other things, what a Student must do in the event of illness and (intended) absence from educational activities.

Article 9 Adequate duty of care Institution

1. Pursuant to the Disability and Chronic Illness Equal Treatment Act, the institution has a duty of care to make effective adjustments to the educational facilities for every Student with a disability. Furthermore, the institution is responsible for an appropriate supply of care and guidance for the Student with an additional need for support.
2. For each Student with an additional need for support, it is determined what support is required and whether this support can be provided by the Institution. An individual action and support plan will then be drawn up.
3. Through publications on www.summacollege.nl, the institution makes clear which basic facilities are present in the school, what the extra support offered by schools is, and how this is organised.

Article 10 Liability of the institution

1. The Institution is not liable for consequential damages if the Study Programme is interrupted by the Student or this agreement is terminated by the Institution due to attributable failure by the Student to (properly) perform.
2. Except in the case of intent or gross negligence and without prejudice to legal liability, the Institution is not liable for theft, embezzlement, and/or damage to property or possessions of the Student.
3. The Institution's liability for damages on account of attributable failure to comply with this agreement or to comply properly with it shall be limited to an amount equal to the amount corresponding to the statutory tuition or course fees or costs relating to a study programme in the third pathway of the academic year in question, or a proportional part thereof if the study programme is terminated earlier.

Article 11 Final expulsion of student from the Course

1. The agreement may be terminated by or on behalf of the Institution in accordance with the Student Charter, if the Student:
 - a. violates the provisions of the Course after he has already been warned in writing and made aware of the possible consequences of his actions or omissions, or;
 - b. is guilty of serious misconduct.

Article 12 Duration and end of Education Agreement

1. This agreement comes into effect after the first Course Sheet has been signed and is entered into for the agreed duration of the Course as stated on the Course Sheet.
2. In addition to a termination as referred to in Article 11, this agreement terminates prematurely and with it the enrolment of the Student, without notice of default or judicial intervention being required:
 - a. by transfer to another training course if the practice described in Article 2 has not been applied.
 - b. in case the Student has completed the course with a diploma;
 - c. by mutual consent of the Student and the Institution;
 - d. in the event of a ~~negative~~ binding study advice as referred to in Article 6, paragraphs 1, 3 ~~and~~ 4;
 - e. if the student is unable to provide the Certificate of Good Conduct (VOG) or Declaration of No Objection (VGB) required for his BPV.
 - f. if it has become apparent that the student is unsuitable for the future profession for which he is following a study programme
 - g. if the ~~financial~~ obligations referred to in Article 7 are not met;
 - h. in the event that the Institution is no longer able to offer the Course due to demonstrable force majeure, in which case the Institution makes demonstrable efforts to make it possible for the Student to complete the Course in a different manner;
 - i. in the event of early departure by the Student whereby the Student does not (sufficiently) respond to a repeated written call from the Institution for the continuation of the Course;
 - j. in the vocational guidance pathway (BBL) by the failure, despite the best efforts of the Student and the Institution, to put in place an RFP before the end of the calendar year in which the Course starts, or the failure to find an adequate replacement provision for the professional practice, within three months after an interim interruption;
 - k. with immediate effect if it appears that the Student, who does not have Dutch nationality, should not have been registered as a Student according to the law; l. as a result of the death of the Student.
3. If the student does not meet the requirements for the diploma or certificate within the agreed term, the institution and the student may, in consultation with each other, decide to extend the education agreement by issuing a new education or examination sheet. Further agreements regarding the extension are laid down in writing in an addendum to the education agreement as referred to in Article 4 paragraph 5 and form part of this agreement.

Article 13 Final provision

1. In cases not provided for in this agreement, the Institution decides after hearing the Student.
2. The Student and his/her parent(s)/legal representative(s) declare to have read and agree to these general terms and conditions, which form part of the agreement, as well as to take note of 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 study programme guide/OER, as well as the BPV protocol, can be viewed on the Student's personal digital learning environment.
5. The Student agrees that the Institution transfers the rights and obligations of the Student towards the Institution to a legal successor, if this successor is authorized and recognized by the government to carry out the agreed Study Programme.
6. This agreement is exclusively governed by Dutch law.

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General Terms and Conditions of the Education Agreement ROC Summa College Foundation, date of entry into force: 4 October 2018