

General Terms and Conditions Work Based Learning Contract MBO Utrecht 2024-2025

Established by the Executive Board, after the acquired consent of the Student Council:
On 31 October 2023, reference: CvB/2023-076/01.

I Terms

Work Based Learning (WBL)

Work Based Learning (WBL in short) forms a compulsory part of every vocational training programme. The agreements between the student, the school and the Work Based Learning company are documented in the Work Based Learning contract.

WBL assignments

These are assignments for the student in the WBL.

WBL company

The Work Based Learning company, the company or institution where the work-based learning takes place. Also see Collaboration Organisation for Vocational Education and Training (SBB).

WBL contract (POK)

Students who are going to take part in WBL conclude a separate written agreement: the Work Based Learning Contract (article 7.2.8. section 2 WEB). This contract regulates the relationship between the student, MBO Utrecht and the WBL company.

The student undertakes to submit a WBL contract, signed by himself and the WBL company, to the student administration before commencement of his WBL. The WBL company has the contract signed by the authorised person. This authorisation is decided by the WBL company itself. Subsequently, the WBL contract is signed by the chairman of the Executive Board.

WBL coordinator

The person who accompanies students on their way to a WBL location. The coordinator monitors that all students have a WBL location in time and supports students in finding such a placement. This person is responsible for checking the accreditation (should the company not be accredited, the WBL coordinator indicates how the company can apply for SBB accreditation), administration, communication, and formal completion of WBL.

WBL manual

Document of the training programme with the agreements on the learning objectives, activities, and the level to be achieved by the student in the WBL.

WBL location (substitute)

The WBL location is the location of the company where the WBL is carried out. If after concluding the WBL contract, the school and Cooperation organisation for vocational education and industry (Stichting Samenwerking beroepsonderwijs en bedrijfsleven, SBB) establish that the WBL location is not or not entirely available, the supervision is inadequate or lacking, or the company no longer has a favourable assessment from the SBB, the school will help the student find a suitable substitute WBL location. The website [Stagemarkt.nl](https://www.stagemarkt.nl) lists all accredited WBL companies.

WBL supervisor company

The employee of the WBL company who is responsible for supervising the student during their WBL.

WBL supervisor school

The person responsible for supervising the WBL from MBO Utrecht. This person is responsible for the progress of the WBL and communication with the WBL company.

Adult Education and Vocational Education Act (WEB)

The Adult Education and Vocational Education Act (WEB in short) is the law that regulates many matters relating to vocational education. This concerns matters such as education, examinations, and school organisation.

BOL/BBL

BOL stands for vocational learning path. This is a combination of school-based learning and work-based learning. Learning is also understood to mean in-school practice in a WBL company.

BBL stands for vocational training path. This is a combination of working and learning

Communication with parents

- *Students under the age of 16*
Students under the age of 16 are represented by their parents. The parents of these students are informed by MBO Utrecht.
- *Students aged 16 and 17*
Requests for information and such are addressed directly to the student. The parents of these students are only informed if the student has given their explicit written consent for this. There is an exception to this rule for a limited number of matters directly affecting this agreement, namely:
 - Absenteeism
 - Payment of tuition or course fees
 - Progress of the student
 - (Provisional) negative binding study advice
 - If the student poses a danger to their own safety or the safety of others
 - Suspension or expulsion.
- *Students aged 18 and over*
The parents of these students are not informed by MBO Utrecht. This may be possible, but the student must have given their written consent for this.

Cover sheet

The sheet of the WBL contract on which the details of the student, those of the programme and the WBL company are mentioned and on which the student, the WBL company and the school place their signatures when concluding the contract.

The cover sheet should be signed by the student, the WBL company and the school and handed in to the student administration before the start of the WBL.

Cooperation organisation for vocational education and industry (SBB)

SBB performs a number of tasks for senior secondary vocational education and the business sector, such as accrediting and supervising WBL companies and providing information about the labour market, work-based learning, and the efficiency of the study programme on offer. Students can contact the SBB to find an accredited WBL company.

Cluster director

The person appointed by the Executive Board who manages one or more academies of MBO Utrecht.

Education and Examination Regulations (OER)

The education and examination regulations (OER) describe the educational programme, stating the number of supervised educational hours per academic year and the number of clock hours of work-based learning per academic year, as well as the rules regarding the examination. The OER can be found on the website. Interim amendments to the OER are added in the form of an addendum.

Educational supplies

Items required for attending education, or specific training (such as books, licences, personal equipment).

Examination Appeals Board

Appeals Committee as referred to in Article 1 of the Regulations on Appeals against Examination Decisions of MBO Utrecht.

Examination Regulations

The Examination Regulations MBO Utrecht contain general provisions regarding the taking and organization of examinations within MBO Utrecht. The examination regulations also apply to examinations taken during the work-based learning.

Executive Board

The competent authority of MBO Utrecht (art. 9.1.4. WEB) or an officer designated for this purpose by the Executive Board.

General Data Protection Regulation (AVG)

The General Data Protection Regulation (AVG in short) is the regulation governing the protection of individuals in connection with the processing of personal data. In particular, this concerns the processing of student data in student records and other digital systems. Also see <https://autoriteitpersoonsgegevens.nl/nl/onderwerpen/avg-europese-privacywetgeving>.

Optional subject

The optional subject is a compulsory part within the MBO programme. Optional subjects are an enrichment of your study programme. This may be a deepening or broadening of the profession, preparation for progression to a higher level or aimed at more general subjects such as an additional language, entrepreneurial skills, or sustainability.

Personal data

All data relating to individuals, these are data based on which a person can be traced (think of someone's name, address, date of birth, and so on.). Also see General Data Protection Regulation (AGV).

Practical training contract

Contract concluded with the student in which individual agreements regarding the learning objectives and supervision during the WBL, for as far as they deviate from the provisions in the WBL manual, are laid down. This contract is concluded alongside the WBL contract and forms part of it.

Privacy

MBO Utrecht undertakes to collect and process student data in a proper and careful manner to comply with the provisions of the General Data Protection Regulation (AVG). For this purpose, MBO Utrecht uses the Privacy Regulations.

Privacy regulations

MBO Utrecht has privacy regulations in place. The Privacy Regulations, which are based on the AVG, lay down how we handle the personal data of our employees and students. The Privacy Regulations can be found on MBO Utrecht's website <https://start.mboutrecht.nl/student/faq/onderwerpen/rechten-plichten/null/privacy>.

School

In this agreement and in other official documents the term 'school' is used to refer to MBO Utrecht.

Stagemarkt

Stagemarkt.nl is the SBB website where all internships of accredited WBL companies for mbo students can be found.

Student

The Education and Vocational Education Act (Art. 1.1.1.b1 sub n2) stipulates that the person attending vocational education is referred to as: the student.

Study advice

Arrangements made with the student to increase the likelihood of them completing their study programme within the specified period.

- Provisional negative study advice (vnasa)

The provisional negative study advice (vnasa) is a warning. If you follow a one-year programme, you will receive this advice two months after commencement of your programme. All other students receive the vnasa in period 3 of their first year of study. During the vnasa, your tutor will discuss with you what is going well and where you might need extra guidance. For things that are not going so well,

your tutor will make agreements about what you need to improve and by when. We call these agreements a provisional negative study advice.

- **Binding study advice (bsa)**

If, after a provisional negative study advice (vnsa), you still prove unable to successfully complete the programme, the competent authority may issue a negative binding study advice and decide to dissolve the registration.

The binding study advice (bsa) for one-year programmes is issued between 3 and 4 months after the start of the programme. The binding study advice for all other programmes is issued between 9 months after commencement of the programme and no later than 1 year after commencement of the programme.

Student charter

The student charter describes the rights and obligations of the student and those of MBO Utrecht; also see article 7.4.8. paragraph 4 WEB. The student charter can be found on the MBO Utrecht website. (<https://www.mboutrecht.nl/studenten/afspraken-en-regels/>).

Student tracking system

MBO Utrecht uses a digital student tracking system, the student guidance module in OSIRIS. In this system you will find documents of personal relevance to you.

Team leader

The person appointed by the Executive Board to manage one or more teaching teams.

Working day

A day, not being a Saturday, a Sunday or one of the public holidays recognised by the government, nor a day falling within one of the school holidays set by the Executive Board. Depending on the industry you are being trained for, this may be deviated from by mutual agreement.

II General Terms and Conditions of the Work Based Learning contract

1. Preconditions

- 1.1. On 31 October 2023, the student council of MBO Utrecht agreed to the general terms and conditions of MBO Utrecht's WBL contract.
- 1.2. This contract is concluded between the student, the school and the WBL company, also referred to in this contract as "parties" and is administered by the school.
- 1.3. The student is enrolled at the school.
- 1.4. This WBL contract is governed exclusively by Dutch law.
- 1.5. On the date of the signing of the WBL contract, the WBL company has a favourable assessment from the Cooperation organisation for vocational education and industry (hereafter: SBB) for the qualification for which the student is enrolled as referred to in article 1.5.3. WEB¹.

2. Nature of the contract

- 2.1. Together with the cover sheet, these general terms and conditions form the WBL contract as referred to in article 7.2.8 paragraph 2 of the WEB.
- 2.2. This contract contains the general rights and obligations of the parties. Agreements specific to the WBL to be followed by the student are mentioned on the cover sheet. The cover sheet is an inseparable part of this contract. Wherever this contract mentions 'WBL' this means the 'WBL' as stated on the cover sheet.

3. Interim amendments

- 3.1. The WBL contract and more specifically, the WBL data as listed on the cover sheet may be amended or supplemented during the WBL period by written or oral agreement of the parties.
- 3.2. If the amendment of WBL data stems from a change in the student's educational path, this should be preceded by a request from the student to the cluster director for a change in the educational path.
- 3.3. The data relating to the study programme in which the WBL is followed can only be changed at the student's request. This request may be preceded by consultation or advice from the school or the WBL company.
- 3.4. The WBL data regarding the start and planned end dates, duration, and extent of the WBL, may also be changed at the request of the WBL company. Such a request will be honoured by the cluster director only after consultation with and the consent of the student.
- 3.5. In case of an interim change of the WBL data, the cover sheet will be replaced by a new cover sheet for the duration of the WBL period.
- 3.6. The school sends the new cover sheet in writing (both by regular post and by e-mail) to the student and to the WBL company as soon as possible. For students aged 16 to 18, the parent(s) or guardian(s) do not have to sign the WBL contract, provided they have agreed to this beforehand, when signing the education agreement. Provided that they have agreed to this beforehand.
- 3.7. The student and the WBL company are given the opportunity to notify the school's student administration in writing or verbally within 10 working days of the new cover sheet being sent if the content of the new cover sheet is incorrect.
- 3.8. If the student or the WBL company indicates that the adjusted WBL data have not been displayed correctly (in accordance with the request or the consent of the non-requesting party), the school's student administration will proceed to correct the relevant WBL data.
- 3.9. If the student or the WBL company raise an objection to the fact that the WBL data have been changed without a request or consent, the school will delete the new cover sheet. In such case, the student will continue to follow the WBL at the company as stated on the previous cover sheet until consent is obtained from both parties.
- 3.10. If the student and/or the WBL company do not respond to the student administration within 10 working days, the new cover sheet replaces the previous cover sheet and thus becomes part of the WBL contract.

¹ If the WBL is only followed during an optional subject it is important that the WBL has been acknowledged by the SBB.

4. Content and layout

- 4.1. WBL is part of every vocational training programme as referred to in the WEB. WBL takes place at a WBL company accredited by the SBB based on a WBL contract. In this contract, agreements about WBL are laid down to enable the student to acquire the knowledge and experience required for the optional subject. The activities carried out by the student as part of the WBL contract have an educational function.
- 4.2. Starting point of the WBL are the educational and training objectives applicable to the programme, as described in the programme's education and examination regulations (hereafter: OER). A substantive plan for the work-based learning, which is included in the OER or is referred to in the study guide, forms the basis of this WBL. It should be clear to the WBL company which part of the qualification the student must achieve during their WBL. The study guide contains the OER and can be downloaded from the website.
- 4.3. Optional subjects are an integral part of the programme based on the revised qualification specifications. Taking optional subjects and concluding with an exam is a compulsory part of the programme. The student chooses optional subjects at the start of or during the programme. The optional subjects are recorded in Osiris. The student may choose an optional subject that is partly or entirely completed during the WBL. In that case, this will be recorded on the cover sheet that is an integral part of this WBL contract. Multiple optional subjects can be followed at one WBL company whether or not in addition to the current WBL contract.

5. Obligation (of effort) WBL company

- 5.1 The WBL company enables the student to achieve the agreed learning objectives and thus complete their WBL. The company ensures sufficient daily supervision and training of the student on the job. The WBL company takes part in the agreed contact moments between the student, the school and the WBL company.
- 5.2 The WBL company appoints a WBL supervisor who is responsible for supervising the student during the WBL. The student knows who their WBL supervisor is at the start of the WBL. The details of the WBL supervisor can be found in the digital student tracking system OSIRIS.
- 5.3 The WBL company agrees to enable assessment of the WBL by a school official at the company.
- 5.4 The student is enabled by the WBL company to participate during the WBL period in the education offered by the school according to the applicable timetable, as well as in tests or examinations.
- 5.5 Where appropriate, the WBL company is responsible for timely reporting the student to institutions such as the UWV and the Tax Office.
- 5.6 The WBL company provides the student with the basic equipment needed for the WBL.
- 5.7 The WBL company pays the student an expense allowance covering at least all costs in euros that a student has to incur from the company or from the law in order to do a WBL at the company. This expense allowance includes travel costs if they are not reimbursed in another way and a possible VOG. (This applies to both bol and bbl students).
- 5.8 All students are subject to the Working Hours Act.

6. Obligation (of effort) school

- 6.1. The school ensures that agreements have been made with the student and the WBL company about which part of the qualifications must be completed during the WBL with a passing grade. In doing so, the level at which the activities are to be performed must be specifically mentioned.
- 6.2. The school ensures adequate supervision by the WBL supervisor school. The student knows who their supervisor school is at the start of the WBL. The details of the WBL supervisor school can be found in the WBL manual. The school organises and takes part in the agreed contact moments between the student, the school and the WBL company.
- 6.3. The school's WBL supervisor monitors the progress of the WBL by maintaining regular contact with the student and with the WBL company's supervisor and monitors the progress and the alignment of the student's learning goals with the learning opportunities in the WBL company.
- 6.4. The school announces the timetable in good time so that the student and the WBL company can take this into account.

- 6.5. The school has the final responsibility in assessing whether the student has achieved those parts of the qualification taken in the WBL. The assessment procedure and the way of assessing the WBL, are described in the study guide of the programme.
- 6.6. The school includes the WBL company's assessment of the student as part of the student's evaluation.
- 6.7. Completing WBL with a positive result is one of the conditions set by the law for obtaining a diploma (art. 7.4.6. section 2 WEB).
- 6.8. For students who are foreign nationals and who hold a residence permit with the endorsement 'work not permitted', the school must apply for a work permit (TWV) before the start of the WBL.
- 6.9. In case the foreign national has an exemption from the work permit, the school must report the intended WBL no later than two days before commencement of the WBL, submitting a statement and supporting documents.

7. Obligation (of effort) student

- 7.1. The student makes best efforts to successfully complete their learning objectives within the agreed timeframe. This is before or no later than the planned end date listed on the cover page. In particular, the student is obliged to follow the WBL on a weekly basis, and to be present on the days and times agreed with the WBL company, unless this cannot be expected of them for serious reasons.
- 7.2. For absence during the WBL, the student is subject to the rules as applied by the WBL company as well as the rules as agreed in the student charter between the student and the school.
- 7.3. The student must take into account that the WBL takes place on days and times that are common for the sector concerned. Thus the WBL can also take place during school holidays, weekends and during evening hours, provided that this fits within the provisions of the Working Hours Act.

8. Further arrangements with the student

- 8.1. If desired, the school, the student and the WBL company can make further individual agreements. For example, on learning objectives, supervision, or assessment of the student. The student takes part in the agreed contact moments between the student, the school and the WBL company.
- 8.2. These agreements will be set out in writing in an annex and form part of the WBL contract.
- 8.3. Adjustments through customised programmes for students with support needs, such as adjustments in time, form and workplace are substantiated in Osiris.
- 8.4. Other agreements between the student and the WBL company on employment or internship conditions, such as agreements on allowances, days off, etc. may be laid down in a separate work placement or employment contract. The school is not a party in this and this work placement or employment contract is not part of the WBL contract.

9. Rules of conduct, safety, and liability

- 9.1. The student is obliged to observe the rules, regulations, and instructions applicable within the WBL company regarding order, safety, and health. The company informs the student of these rules before the start of the WBL.
- 9.2. The student is obliged to keep secret everything that is entrusted to them under secrecy or that has come to their knowledge as secret or whose confidential nature they should reasonably understand.
- 9.3. The WBL company takes measures aimed at protecting the physical and mental safety of the student in accordance with the Working Conditions Act.
- 9.4. The WBL company is liable for any damage the student may suffer during or in connection with the WBL, unless the company proves that it complied with the obligations referred to in article 7:658 paragraph 1 of the Civil Code, or that the damage was to a significant extent the result of intent or conscious recklessness on the part of the student.
- 9.5. The school is indemnified for damage caused to the student, the WBL company or third parties during the performance of the WBL.
- 9.6. The school safeguards the WBL company from all possible claims of third parties pursuant to article 6:170 of the Civil Code due to liability of the student during the performance of work activities for the WBL company. In case of damage to a motorised vehicle a maximum of €

50.000,00 per claim applies and for as far as the vehicle has not been used on the public road. This coverage is secondary and only applies if the damage is the result of the agreed work activities and has not been insured in any other way elsewhere. This safeguarding and liability applies exclusively if and for as far as the liability insurance of the school offers coverage for this.

10. Problems and conflicts during the WBL

- 10.1. In case of problems or conflicts, the student first addresses the WBL supervisor of the WBL company and/or the school's WBL supervisor. They try to reach a solution together with the student.
- 10.2. If the student feels that the problem has not been resolved satisfactorily and the cause of the problem or conflict is that the WBL company does not or insufficiently comply with the agreements in this contract, the student may discuss the options in consultation with the school's WBL supervisor.
- 10.3. If even consultation with the school's WBL supervisor does not lead to an acceptable solution in the eyes of the student, the student may file a complaint at the complaint's facility of MBO Utrecht. For all complaints and disputes, the student can turn to the complaint facility of MBO Utrecht by sending an email to klachtenstudenten@mboutrecht.nl. The arrangements of how we handle complaints can be found on the website, <https://www.mboutrecht.nl/studenten/klachten/>.
- 10.4. The school expects students to be treated equally and therefore does not tolerate any form of (WBL)discrimination. Should WBL discrimination or WBL abuse occur, the student can report this to the WBL coordinator.
- 10.5. The WBL 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 without this being a reason for a negative evaluation. The student must immediately report the work interruption to the WBL supervisor of the company and to the school's WBL supervisor. If this is not possible, the student reports the work interruption to the confidential advisor of the WBL company or the school.
- 10.6. Major incidents and/or WBL complaints that are structural in nature and/or reports or signs of WBL discrimination are reported by the school to SBB.

11. Data sharing and privacy

- 11.1. Students have the right to inspect their own student file and, more specifically, the WBL data processed by the school. To inspect your file, please send an e-mail to privacy@mboutrecht.nl.
- 11.2. When exchanging data about the student, the school and the WBL company comply with the rules of the AVG. Among other things, this means that they handle the student's personal data with care and are transparent about this towards the student. The school and the WBL company only exchange data about the student's progress during the WBL period. This explicitly does not involve the exchange of medical and/or other personal information.
- 11.3. If the student follows a bbl programme, there is also an exchange of data on the student's attendance, study results and study progress, between the school and the WBL company.

12. Duration and termination of the contract

- 12.1. The WBL contract enters into force after signing the first cover sheet and is in principle always entered into for the duration of the WBL period as stated on the cover sheet.
- 12.2. The WBL contract ends by operation of law:
 - a. At the moment the student has completed the WBL with a positive evaluation or, in the case of an optional part, if the student has completed the number of agreed hours and completed the WBL with a positive evaluation.
 - b. By the expiry of the scheduled end date as stated on the cover sheet.
 - c. By the termination of the registration between the student and the school.
 - d. By dissolution or loss of legal entity of the WBL company or if the company ceases to practise the profession referred to in the WBL contract in said company.
 - e. When the accreditation of the WBL company as referred to in article 7.2.10 of the WEB has expired or has been withdrawn.

A termination by operation of law will be confirmed in writing by the school to the student and to the WBL company.

- 12.3. The WBL contract can be terminated by mutual agreement between the school, the student and the WBL company.
- 12.4. The WBL contract can be terminated (outside of court):
 - a. By the WBL company if the student fails to comply with rules of conduct as mentioned in article 9.2 of this contract, despite emphatic (repeated) warnings.
 - b. By either party if, on the basis of serious circumstances, it can no longer reasonably be required of that party to continue the WBL contract.
 - c. By either party if the school, the student or the WBL company fails to fulfil the obligations imposed on it by law or in the WBL contract.
 - d. By the student or the WBL company, if the employment contract (if any) between the student and the WBL company is terminated.
- 12.5. A rescission by either party under clause 12.4 shall be confirmed in writing to the other parties stating the reason for the rescission.
- 12.6. Prior to dissolution pursuant to Article 12.4 under c, the party failing to fulfil its obligations must be given the opportunity by the other party to still fulfil its obligations within a period of 10 working days. A written notice of default is not necessary if compliance is permanently impossible or if the party has already indicated that it will no longer comply with its obligations and setting a deadline is unnecessary.
- 12.7. The student may object to the termination of the contract in writing to the WBL company. The student may also report their objection to the school's WBL supervisor. If this objection does not lead to a solution acceptable to the student, they may object according to the procedure described in article 14 of this contract.

13. Substitute WBL location

If the WBL contract is terminated because the WBL company does not comply with its obligations (the WBL location is not or not fully available, supervision is inadequate or missing, the WBL company no longer has a favourable assessment as referred to in Article 7.2.10 of the WEB or there are other circumstances that mean the WBL can no longer properly take place), the school, after consultation with SBB, will ensure that an adequate substitute WBL location is made available for the student as soon as possible.

14. Final provisions

- 14.1. In cases not provided for in the WBL contract, the school and the WBL company decide after consulting with the student.
- 14.2. When it comes to matters affecting SBB's responsibility, SBB will be involved in these consultations.
- 14.3. The student and the WBL company also declare that they have received and/or taken note of the documents referred to in this contract and/or attached as an appendix/annex to this contract.
- 14.4. These documents are part of the WBL contract, it's important that the student reviews these documents.
- 14.5. This WBL contract is in force from 1 November 2023 and replaces previous versions of the WBL contract.