



Alfa - college
Laat je talent groeien

General terms and conditions for work experience/internship agreements

Valid from 1 August 2014

Validity and effective date

These general terms and conditions for work experience/internship agreements are applicable to all participants registered at Alfa College and who take part in work-based learning in connection with a vocational study programme.

Wherever the male form of address is used in this document, this can obviously be read as female too!

Key concepts in this document are explained in the appendix.

General terms and conditions for work experience/internship agreements

Legal basis:

- article 7.2.8 and article 7.2.9 of the Education and Vocational Training Act (WEB), containing provisions relating to work-based learning and the establishment of the work experience/internship agreement; substitute locations;
- the agreement of the Alfa College Student Council with regards to the content of the work experience/internship agreement;
- the positive assessment of the organisation providing the work-based learning (BPV) by the knowledge resource centre for business and industry vocational training (KBB) as referred to in article 7.2.10 of the WEB.

Article 1 Work experience/internship agreement

On the basis of the Education and Vocational Training Act (WEB), practical learning of the vocation is part of the vocational study programme. It is provided by a BPV (work-based learning) organisation during an agreed period and based on the agreement entered into. If the study programme is carried out within the vocational learning pathway, the KBB (knowledge resource centre for business and industry vocational training) will also sign the agreement.

If Alfa College and the KBB involved determine, after entering into the agreement, that the work experience/internship position is not or only partially available, that there is insufficient or no support, that the BPV-providing organisation is no longer in possession of a favourable assessment as described in article 7.2.10 of the WEB (Education and Vocational Training Act), or if there are other circumstances preventing the work-based learning to take place properly, then they will assert, after joint discussion, that a suitable replacement work-based learning position must be made available.

Article 2 Work-based learning content

The principle of work-based learning (BPV) is that the educational and developmental goals are achieved, as laid out in the education and examination regulations for the relevant study programme. In the event that not all educational and developmental goals described in the education and examination regulations are achieved, a list of these will be included in the appendix of the work experience/internship agreement.

These educational and developmental goals are achieved by way of assignments and/or practical tasks and/or activities, as listed in an appendix of the agreement. Support on behalf of Alfa College is provided by a practical lecturer and by a practical trainer on behalf of the BPV-providing organisation.

Article 3 Assessment

The BPV-providing organisation states its willingness to enable, if necessary, examination of the work-based learning at its location.

Alfa College has final responsibility in assessing whether the participant has achieved the educational and developmental goals of the work-based learning. Alfa College includes the opinion of the BPV-providing organisation in its assessment.

A favourable assessment of the work-based learning is a requirement for completing the course. The assessment procedure and the examination method for the educational and developmental goals in work-based learning are described in the education and examination regulations of the study programme.

The participant and the BPV-providing organisation have taken note of this procedure and have confirmed their agreement through signing the work experience/internship agreement.

Article 4 Attendance and absence

The BPV-providing organisation will enable the participant to sit tests or exams that take place at Alfa College during the period of the work-based learning.

The provisions in article 6 of the general terms for education agreements are valid for the participant's absence from work-based learning.

The participant is also obliged to notify the practical trainer immediately of absence and return from absence, in accordance with the BPV-providing organisation's rules. In accordance with the school's rules, the practical lecturer must also be notified.

Article 5 Code of conduct

The participant must obey the rules, regulations and directions that are maintained by the BPV-providing organisation in the interest of order, health and safety. The participant must not divulge anything that is entrusted to him in confidence or what has become known to him in secret or of that which he should reasonably understand to be of a confidential nature.

The results of assignments carried out within the context of the work-based learning remain the property of the BPV-providing organisation.

This organisation will take measures aimed at protecting the physical and mental integrity of the participant and for the prevention of forms of sexual intimidation, (the threat of) violence, racism and other forms of discrimination.

Article 6 Issues and conflicts during work-based learning

If issues or conflicts arise during and/or in connection with the work-based learning, the participant must contact the practical trainer and/or practical lecturer. These will attempt to reach a solution in joint consultation. If the participant feels that the issue or conflict has not been resolved satisfactorily he can - with or without consulting the practical lecturer/trainer - contact Alfa College management.

If a participant is confronted with sexual intimidation, (the threat of) violence, racism or other forms of discrimination at the BPV-providing organisation, he has the right to stop work immediately without this giving rise to an unfavourable assessment. He must also report the incident to the practical lecturer and/or counsellor at Alfa College immediately.

Article 7 Liability and insurance

7.1a The BPV-providing organisation is liable for damage suffered by the participant in or during the execution of his activities, in accordance with art. 7:658 of the Civil Code, unless the BPV-providing organisation is able to prove that they have complied with all legal obligations and that the cause of the damage is not within its sphere of risk. The BPV-providing organisation or its insurer may make recourse (right to compensation) demands for its own damage of the participant if this damage can be largely attributed to a deliberate act or conscious recklessness on the part of the participant.

7.1b The BPV-providing organisation is liable for damage caused by the participant to third parties in the execution of his activities, in accordance with art. 6:170 of the Civil Code, unless it is proven that the cause of the damage is not in its sphere of risk and is in no way connected with the assigned task.

7.2 The BPV-providing organisation must have sufficient liability insurance. The participant must be co-insured during his period of work-based learning.

Alfa College has collective accident insurance cover and liability insurance for the benefit of the participant. The liability insurance held by Alfa College only offers cover if and insofar the liability insurance held by the BPV-providing organisation offers no or insufficient cover.

Article 8 End of agreement

This agreement ends:

- a. upon the termination of the education agreement between the participant and Alfa College in accordance with article 12 of the general terms for education agreements;
- b. upon the expiration of the term to which the work experience/internship agreement applies;
- c. upon mutual consent from Alfa College, the participant and the BPV-providing organisation, after written confirmation from all parties;
- d. if the participant, despite explicit warnings, does not comply with the code of conduct as per article 5 of these general terms and conditions, after this has been confirmed in writing by the BPV-providing organisation and/or Alfa College;
- e. if one of the parties deems termination of this agreement necessary on the grounds of compelling circumstances and there are no reasonable grounds for the continuation of the agreement. Written notification of the termination must be sent without delay to each of the parties involved by the party that deems the termination necessary.

If the participant has not completed the work-based learning satisfactorily within the time period as established in the agreement, then Alfa College, the participant and the BPV-providing organisation may agree on an amended vocational training pathway. For this purpose, a new work experience/internship agreement will be drawn up.

Article 9 Final provisions

In those cases where these terms do not suffice, Alfa College and the BPV-providing organisation will decide after discussion with the participant. If it concerns issues that involve the responsibility of the knowledge resource centre, the KBB will be included in the discussion.

All monetary amounts payable to Alfa College must be settled within 30 days, unless explicit other terms have been agreed. If Alfa College has not received the amount outstanding within the stipulated payment terms, Alfa College or its authorised collector will charge collection fees, pursuant to legal regulations.

Dutch law is solely applicable to Alfa College agreements.

APPENDIX: GLOSSARY

AcTIE

Digital intranet for participants and employees of Alfa College.

Assessment

The representation of results in numbers or words.

Appeal

A written protest against a decision on a notice of objection. This protest is aimed at a body that is independent of the body that made the decision. In exam issues, one must appeal to the Exam Appeals Committee.

BBL - Vocational Skills Pathway

Study programmes included in the vocational skills pathway consist of a BPV (work-based learning) part that takes up sixty percent or more of the duration of the course.

BOL - Vocational Training Pathway

Study programmes included in the vocational training pathway consist of a BPV (work-based learning) part that takes up at least twenty percent but less than sixty percent of the duration of the course.

BPV - Work-based Learning

Practical learning whilst carrying out the job, which takes place within a company, organisation or institution under the responsibility of the educational establishment and in accordance with a work experience/internship agreement.

Competent authority

Alfa College Board of Governors.

Objection

A written protest against a decision. This protest is aimed at the body that made the decision. In exam issues, one must register an objection with the (sub) Exam Committee.

Certificate

A certificate is a document recognised by law to prove and record that the recipient has either obtained one or several partial qualifications as described, or has obtained certifiable units as described in a qualification file.

Board of Governors

The Board of Governors is the competent authority of Alfa College and therefore has overall responsibility for the daily state of affairs and for the quality of the education and the examination.

Exam Appeals Committee

The committee that processes the appeal that has been submitted by a participant against a decision on a notice of objection that was unsatisfactory in his opinion. The Exam Appeals Committee is an independent body that maintains its own regulations.

Competencies

Competencies are trainable skills for people to act in a manner that is adequate, purposeful and motivated for process-oriented and result-oriented results. Competencies are defined values and are related to underlying knowledge, abilities and attitude.

Partial qualification

A partial qualification is a combination of attainment levels that have been determined for a particular vocational study programme that have their own independent value in light of the execution of the vocation, the further education or the social functioning on which the course is focused.

Participant

A participant is a person who is registered with Alfa College as a user of educational and examination facilities on the basis of an education agreement.

DUO - Education Executive Agency

DUO is the government's executive agency for education. It finances and informs those who participate in the educational process as well as educational institutions and organises exams.

Diploma

A certificate of proof that a person has fulfilled the exam requirements as determined by the minister of Education, Culture and Science.

EVC

Recognition of Acquired Competencies. This means the identification, assessment and rating of all learning by an individual in any environment.

Exam

The exam is an analysis of the knowledge, the insight, the competencies and in most cases, the professional attitude that the participant must have acquired upon completion of the study programme, as well as the assessment of the analysis using the attainment levels or core tasks with corresponding work processes and competencies. A diploma is awarded upon favourable assessment.

Exam committee

The exam committee is a committee established by the competent authority and which is tasked with various duties surrounding examination of study programmes or groups of study programmes. The exam committee may appoint one or more (sub) exam committees. Its responsibilities are listed in the regulations.

Exam participant (or external student)

The exam participant is a person who has access only to exam facilities and has been registered as such on the basis of an agreement.

Exam unit

An exam unit corresponds to a partial qualification or a core task. The exam unit consists of one or more examination parts.

Examination part

The smallest component of an exam of which a separate assessment is made.

Exam plan

The exam plan of a study programme is the part of the education and examination regulations that specifically describes the form, content and planning of the examination. It applies to all Alfa College locations.

Examiner

The examiner is the person who is tasked with carrying out and assessing the exam on behalf of the exam (sub) committee.

Intensity

The intensity of a study programme could be: fulltime, part-time or exam participant.

KBB - Knowledge Resource Centre for Business and Industry Vocational Training

A knowledge resource centre for business and industry vocational training is an institution, active within an industry or group of industries, which has been tasked by the minister with making proposals for the quality structure and its design and content.

Core task

A core task is a substantial part of the execution of work, in importance, volume (time or frequency), or both. A core task consists of a collection of work processes, all content-related, that are typical components of the execution of work.

Qualification

A qualification is the official term of a vocation as it appears in the national qualification structure as determined by the minister and which is the focus of the study programme. A qualification in the field of education is intended to be a link to vocational and further education and/or to social functioning.

Supporting activities

Additional educational activities are aimed at supporting the participant in his learning process.

OER - Education and examination regulations

The education and examination regulations are contained in a document which lists the most important features of the study programme, including content and design, the duration of the course for a group or groups of participants and the testing and examination. The education and examination regulations also list which course pathways comply with the requirements set out in the Student Grants Act or the requirements for allowances towards study costs for students up to 18 years of age.

Educational institution

An educational institution is an institution that is recognised by law as such and that is registered in the Central Register for Vocational Study Programmes for the provision of vocational training.

Education agreement

Agreement that lists the rights and obligations of the participant and the educational institution.

Study programme

The study programme is the collection of educational activities that have as their base goal to achieve the qualification or part of it over which an agreement has been reached in the education agreement.

Study sheet

The study sheet lists the study programme details of the individual participant (field, qualification file or qualification, pathway, intensity, level and the planned start and end dates). Together with the General Terms and Conditions, the study sheet comprises the education agreement.

Work experience/internship agreement

Agreement that lists the rights and obligations during an agreed period of time in which the participant learns in professional practice.

School statement

A school statement is a document that proves and records that the holder has passed the described part of the study programme.

Summons

An urgent warning for the fulfilment of a demand or obligation.

Course directory

The course directory is a document that elaborately describes the precise details of the educational programme for each location. This directory contains important information necessary to the participant for successful completion of the study programme.

Exam (sub) committee

A group of employees mandated with tasks and responsibilities by the exam committee.

Result

The assessment established by the exam (sub) committee for an exam part, exam unit or diploma.

Exemption

The right to refrain from taking part in a certain exam part due to the fact there is proof that the assessment criteria for this exam part have been met.

Work process

A work process is a defined collection of professional activities within a core task. The work process has a beginning and an end as well as a result and is considered characteristic in professional practice.

WEB - Education and Vocational Training Act

The Act of 31 October 1995, containing regulations with regard to education and vocational training (Education and Vocational Training Act), Government Gazette 1995 501, with inclusion of all subsequently declared amendments. The complete text of the Act is available upon request from the secretary of the exam committee.