



Alfa - college

Work experience/internship agreements

Terms and conditions

Valid from 1 August 2018

Validity and effective date

These terms and conditions for work experience/internship agreements are applicable to all participants enrolled at Alfa College and who take part in work-based learning in connection with a vocational study programme. These terms and conditions can be consulted on the Alfa College website www.alfa-college.nl

Together with the BPV (“Work-Based Learning”) sheet, the Terms and Conditions jointly constitute the work experience/internship agreement as intended in article 7.2.8 WEB (“Education and Professional Training Act”).

These terms and conditions state the parties’ general rights and obligations. Arrangements specifically concerning the BPV to be taken by the participant are stated in the BPV sheet. The BPV sheet is an inextricable part of this agreement. Wherever ‘BPV’ is stated in this agreement, the BPV is intended as described on the BPV sheet.

In the case of participants who are minors, the work experience/internship agreement is signed by the participant’s legal representatives.

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

Key concepts in this document are explained in the appendix.

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” (hereinafter SBB) as referred to in article 7.2.10 of the WEB.

Article 1 **Work experience/internship agreement**

- 1.1 On the basis of the Education and Vocational Training Act (WEB), the vocational study programme includes practical learning. It is provided by an SBB-accredited organisation during an agreed period and based on the agreement entered into.
- 1.2 The work experience/internship agreement is concluded between the participant, the Alfa College and the BPV-providing organisation, also referred to in this agreement as “parties”, and is managed by the Alfa College.
- 1.3 The participant is enrolled with the Alfa College based on an education agreement.

Article 2 **Interim changes**

- 2.1 The work experience/internship agreement and more specifically, the BPV details as included in the BPV sheet may be changed or supplemented during the BPV period with the parties’ written consent.
- 2.2 If the change to BPV details results in a change to the participant’s educational pathway, this must be preceded by a request from the participant to change the educational pathway and to adjust the education agreement.
- 2.3 The BPV details concerning the study programme within the scope of which the BPV is taken can only be changed at the participant’s request. This request may be preceded by a consultation, or advice from the Alfa College or the BPV-providing organisation.
- 2.4 BPV details concerning the start and scheduled end date, duration and scope of the BPV may also be changed at the BPV-providing organisation’s request. Such a request is only honoured by the Alfa College following consultation with and permission from the participant.
- 2.5 In the event of an interim change to BPV details, the BPV sheet is replaced during the course of the BPV with a new BPV sheet.
- 2.6 The Alfa College sends the new BPV sheet as soon as possible in writing (by email) to the participant (and in the case of minors, also to their legal representatives) and to the BPV-providing organisation.
- 2.7 The participant (and in the case of minors, the legal representatives) and the BPV-providing organisation are given the opportunity to inform the Alfa College in writing if the content of the new BPV sheet is incorrect, within 10 working days after the new BPV sheet was sent.
- 2.8 If the participant or the BPV-providing organisation state that the adjusted BPV details have been presented incorrectly (in accordance with the request or the permission from the non-requesting party), the Alfa College will proceed to correct the BPV details concerned.

- 2.9 If the participant or the BPV-providing organisation raise an objection concerning the BPV details having been adjusted without this being based on a request or permission, the Alfa College will proceed to delete the new BPV sheet. In this case, the participant will continue to follow the BPV in the BPV-providing organisation as stated on the original BPV sheet, up until permission from both parties is obtained.
- 2.10 If the participant and/or the BPV-providing organisation do not respond within the period in paragraph 7, the new BPV sheet replaces the previous one and therefore becomes part of the work experience/internship agreement.

Article 3 *Content and arrangement*

- 3.1 Work-based learning is part of any professional education as intended in the WEB. The work-based learning takes place at a BPV-providing organisation accredited by SBB based on a work experience/internship agreement. Arrangements are established in the work experience/internship agreement to enable the participant to gain the required knowledge and experience for the qualification/free-choice component. The activities performed by the participant within the framework of the work experience/internship agreement have an educational role.
- 3.2 The starting point of work-based learning is the educational and developmental goals applicable to the course, as described in the study programme's Education and Examination Regulations (OER). If not all of the educational and development goals described in the OER are achieved, these are named in an 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. Support on behalf of Alfa College is provided by a practical lecturer and by a practical trainer on behalf of the BPV-providing organisation. It must be clear to the BPV-providing organisation what part of the qualification the participant must achieve during his/her BPV. The OER can be consulted/downloaded through AlfaConnect.
- 3.3 Free-choice components form an inextricable part of the study programme based on the qualification files reviewed. Taking free-choice components and concluding with an examination is an obligatory component of the study programme. The participant selects the optional components at the start of or during the study programme. This is established in the education agreement. The participant is able to opt for a free-choice component realised in the work-based learning (partially or otherwise). In that case, this is recorded on the BPV sheet which is an essential part of this work experience/internship agreement. Several free-choice components can be taken at one BPV-providing organisation, whether or not supplementing the current work experience/internship agreement.

Article 4 *BPV-providing organisation's obligation (of best effort or otherwise)*

- 4.1 The BPV-providing organisation enables the participant to achieve agreed learning goals, thus attaining his/her BPV. The BPV-providing organisation sees to the participant receiving sufficient everyday support and training on the work floor.
- 4.2 The BPV-providing organisation appoints a practical trainer responsible for supporting the participant during the work-based learning. The participant knows who the practical trainer is at the start of the BPV. The practical trainer's details can be found in the BPV guide.
- 4.3 The BPV-providing organisation declares itself prepared to make it possible for the Alfa College official to assess the BPV in the training company.
- 4.4 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, according to the applicable timetable.

Article 5 *Institution's obligation (of best effort or otherwise)*

- 5.1 The Alfa College ensures sufficient support from the BPV supervisor. The participant knows who the supervisor is at the start of the BPV. The BPV supervisor's details can be found in the BPV guide.
- 5.2 The BPV supervisor from Alfa College follows the progression of the work-based learning by maintaining regular contact with the participant and with the BPV-providing organisation's practical supervisor, and monitors the progress and connection of the participant's learning goals with the BPV-providing organisation's learning opportunities.
- 5.3 The Alfa College makes the timetable known in a timely fashion, so that the participant and the BPV-providing organisation can take this into account.
- 5.4 Alfa College has final responsibility in assessing whether the participant has achieved the educational and developmental goals of the work-based learning. The assessment procedure and the examination method for assessing the BPV are described in the study programme's OER. 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. A favourable assessment of the work-based learning is a requirement for completing the course.
- 5.5 The Alfa College takes the BPV-providing organisation's opinion into consideration when assessing the participant.

Article 6 ***Participant's obligation (of best effort or otherwise)***

- 6.1 The participant makes the utmost effort to successfully complete his/her learning goals within the agreed period. That is before or at the latest on the schedule end date included in the BPV sheet. In particular, the participant is obliged to actually take the BPV, and to attend on the days and at the times agreed with the BPV-providing organisation, unless this cannot reasonably be expected of him/her for serious reasons.
- 6.2 For absence from the BPV, the same rules apply to the participant as those applied by the BPV-providing organisation, as well as the rules agreed in education agreement between the participant and the Alfa College. 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 7 ***Rules of conduct, safety and liability***

- 7.1 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 BPV-providing organisation notifies the participant of these rules before the BPV commences.
- 7.2 The participant must not divulge anything that is entrusted to him/her in confidence or what has become known to him/her in secret, or of that which he/she 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.
- 7.3 In accordance with the "Working Conditions Act", the BPV-providing organisation takes measures focused on protecting the participant's physical and mental safety.
- 7.4 The BPV-providing organisation is liable for damage the participant might suffer during or in connection with the BPV, unless the BPV-providing organisation demonstrates it has observed the obligations cited in article 7:658 paragraph 1 of the Civil Code, or that the damage is to a major degree the result of deliberate act or conscious recklessness on the part of the participant.

- 7.5 The BPV-providing organisation is liable for damage the participant causes to the training company (or its property) or to third parties (or their property) when performing his/her activities during or in connection with the BPV, unless there is a case of deliberate act or conscious recklessness on the part of the participant. The BPV-providing organisation or its insurer may in that case make recourse (right to compensation) demands for its own damage of the participant.
- 7.6 The Alfa College is indemnified for damage arising to the participant, the BPV-providing organisation or third parties in performing the BPV.
- 7.7 The Alfa College's liability is in all cases limited to the conditions and the cover based on this in the insurance taken out by the Alfa College. This means that the liability is limited to the amount to be paid out by the Alfa College's insurance company.

Article 8 *Issues and conflicts during work-based learning*

- 8.1 *In the event of issues or conflicts during the BPV, the participant should in the first instance consult with the BPV-providing organisation's practical trainer and/or the Alfa College's BPV supervisor. They will attempt to reach a solution together with the participant.*
- 8.2 If the participant believes the issue or conflict has not been resolved satisfactorily and the cause of the issue or conflict is that the BPV-providing organisation has failed to observe the arrangement of this agreement or has done so insufficiently, the participant may discuss the options in consultation with the Alfa college's BPV supervisor.
- 8.3 The participant may lodge a complaint through the Alfa College complaints mechanism. The procedure for lodging a complaint is in article 4.2 of the education agreement terms and conditions the participant entered into with the Alfa College.
- 8.4 The BPV-providing organisation takes measures focused on preventing and combatting forms of sexual intimidation, discrimination, aggression or violence. In the event of sexual intimidation, discrimination, aggression and/or violence, the participant is entitled to cease the activities immediately without this being a reason for a negative assessment. The participant must report the interruption to work immediately to the practical trainer and the BPV supervisor. If this is not possible, the participant must report the interruption to work to the BPV-providing organisation's or the Alfa College's confidential advisor.

Article 9 *Exchange of information and privacy*

- 9.1 The participant is entitled to view his/her own participant file, and in particular the BPV details processed by the Alfa College.
- 9.2 The Alfa College and the BPV-providing organisation observe the General Data Protection Regulations (GDPR) when exchanging information concerning the participant. Among other things, this means the participant's personal data is treated with care, and that they are transparent in this respect toward the participant. The Alfa College's privacy policy (to be found at www.alfa-college.nl) includes which of the participant's data is provided to third parties under what circumstances, and when the participant's permission is required for this.

Article 10 ***Duration and termination of the agreement***

10.1 The work experience/internship agreement takes effect after signing the first BPV sheet, and in principle is entered into for the duration of the BPV period as stated on the BPV sheet.

10.2 The work experience/internship agreement legally ends:

- a. at the time the participant has completed the BPV with a positive assessment or, in the case of a free-choice component, the participant has completed the BPV;
- b. on the expiry of the scheduled end date as stated on the BPV;
- c. on the termination of the education agreement between the participant and Alfa College;
- d. due to training company losing legal personality or if the BPV-providing organisation ceases to practise in the business stated in the work experience/internship agreement;
- e. if the BPV-providing organisation's accreditation as intended in article 7.2.10 WEB expires or is withdrawn;

The Alfa College will inform the participant and the BPV-providing organisation of a legal termination in writing.

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.

10.3 The work experience/internship agreement may be terminated with mutual approval between the Alfa College, the participant and the BPV-providing organisation.

10.4 The work experience/internship agreement may be terminated (extra-judicially or otherwise):

- a. by the BPV-providing organisation if, despite explicit warning (repeated or otherwise), the participant fails to abide by the rules of conducts as cited in article 7.1 of these terms and conditions.
- b. 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.
- c. by one of the parties if the Alfa College, the participant or the BPV-providing organisation fail to observe the obligations imposed on them by law or in the work experience/internship agreement.
- d. by the participant or the BPV-providing organisation, if the employment contract (if present) between the participant and the training company is terminated.

10.5 Dissolution by one of the parties based on paragraph 4 is performed in writing to the other parties, stating the reason for dissolution.

10.6 Prior to dissolution based on paragraph 4 under c, the other parties must give party not observing its obligations the opportunity to observe these obligations within a two-week period. Written notice of default is not required if compliance is permanently impossible or if the party has already announced they will no longer observe their obligations, and granting a period is superfluous.

Article 11 ***Replacement practice location***

11.1 If the work experience agreement is terminated because the BPV-providing organisation fails to comply with its obligations (the practice location is not or not fully available, support is lacking or absent, the training company no longer has a favourable assessment as intended in article 7.2.10 of the WEB, or if there are other circumstances that mean the BPV can no longer take place properly), after consulting with SBB the Alfa College will see to an adequate, replacement solution if made available to the participant as swiftly as possible.

Article 12 **Final provisions**

- 12.1 In those cases not provided for in the work experience/internship agreement, Alfa College and the BPV-providing organisation will decide after discussion with the participant.
- 12.2 If this concerns matters coming under SBB's responsibility, SBB is involved in this consultation.
- 12.3 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.
- 12.4 Alfa College agreements are exclusively subject to Dutch law.
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APPENDIX A: GLOSSARY

AlfaConnect

Digital intranet for participants and employees of Alfa College.

Terms and conditions

Standard clauses referred to when drawing up the written education agreement.

Assessment

The representation of results in numbers or words.

BPV - Work-based Learning

Practical learning while carrying out the job, which takes place within a company, organisation or institution under the responsibility of the Alfa College and based on a work experience/internship agreement.

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.

Participant

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

Diploma

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

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 location

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 exam committees/sub committees. Its responsibilities are listed in the regulations.

Free-choice components

Optional components are an enrichment of the qualification (basic and profile component) and may provide the participant greater breadth of depth, or contribute toward a better influx of or through flow to a subsequent/follow-on programme of study.

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.

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.

Education agreement

Agreement stating the rights and obligations of the participant and the Alfa College

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 Terms and Conditions, the study sheet comprises the education agreement.

Work experience/internship agreements

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

SBB - 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.

Exam committee/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.

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.