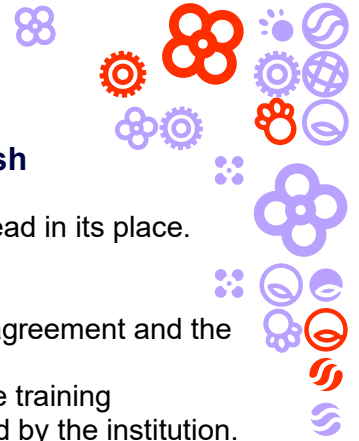


# Practical Training Agreement General Terms and Conditions Version June 2026, practical training abroad / English



Wherever "he" or "his" is used in this agreement, "she" or "her" may also be read in its place.

## 1. Preconditions

- 1.1. The Yuverta Student Council has approved Yuverta's practical training agreement and the associated General Terms and Conditions.
- 1.2. This agreement is concluded between the student, the institution and the training company, also referred to in this agreement as "parties", and is managed by the institution.
- 1.3. The student is enrolled at the institution.
- 1.4. This agreement is governed by Dutch law with respect to the obligations between the student and Yuverta. The training company abroad is not bound by Dutch law, yet agrees to facilitate the practical training activities as described in this agreement.
- 1.5. On the date of signing, the training company or organisation that provides the practical training is approved by the Dutch Foundation for cooperation on Vocational Education, Training and the Labour Market (hereinafter: SBB) for the qualification for which the student is enrolled as referred to in article 1.5.3. of the WEB (Dutch Education and Vocational Training Act). A practical training for an optional component may take place at any training company approved by SBB.

## 2. Nature of the agreement

- 2.1. The General Terms and Conditions form an integral part of this agreement. They are available for consultation and download digitally via <https://www.yuverta.nl/pok>. Together with the information sheet, they constitute the practical agreement as referred to in Article 7.2.8 of the WEB.
- 2.2. This agreement contains the general rights and obligations of the parties. Agreements that specifically concern the practical training to be done by the student are included in the information sheet. The information sheet is an integral part of this agreement. Wherever this agreement states practical training, this indicates the practical training referred to in the information sheet.

## 3. Interim amendments

- 3.1. The practical training agreement and more specifically, the practical training details as included in the information sheet can be changed or supplemented during the practical training with the written or oral consent of the parties.
- 3.2. If the change in practical training details results from a change in the student's education program, it must be preceded by a request from the student for a change in the educational program.
- 3.3. The practical training details regarding the study program in which the practical training is done can only be changed at the student's request. This request may be preceded by a consultation or recommendation from the institution or the training company.
- 3.4. The practical training details regarding the start and planned end date, duration and scope of the practical training, may also be changed at the training company's request. The institution will only honour such a request after consultation with and consent of the student.
- 3.5. In the event of an interim change in the practical training details, the information sheet will be replaced by a new information sheet during the term of the practical training.
- 3.6. The institution will send the new information sheet as soon as possible in writing (on paper or digitally) to the student<sup>1</sup> and to the training company.

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<sup>1</sup> In the registration- and enrollment procedure it is established that the parent(s)/legal representative(s) agree with the independent signing of the practical training agreement by the minor student. The parent(s)/legal representative(s) receive all correspondence sent to the minor student.

- 3.7. The student and the training company will be given the opportunity to inform the institution's participant administration in writing or orally within ten working days after the new information sheet has been sent if the content of the new information sheet is not correct.
- 3.8. If the student or the training company indicates that the adjusted practical training details have not been recorded correctly (in accordance with the request or the consent of the non-requesting party), the institution will correct the relevant practical training details.
- 3.9. If the student or the training company raises an objection intended to alter the practical training details without a formal request or mutual consent, the institution will disregard and delete the updated practical training sheet. In such cases, the student will continue the practical training with the training company as outlined in the original information sheet, until both parties reach an agreement.
- 3.10. If the student and/or the training company do/does not respond within the term stated in article 3.7, the new information sheet will replace the previous information sheet and thus become part of the practical training agreement.
- 3.11. The practical training agreement concluded between the parties can only be amended unilaterally in the interim by the institution as a result of mandatory changes in legislation and regulations and their concrete implementation in the administrative processing. The student will be informed about any amendments in good time. Amendments will be announced by means of a personal notification or by means of a general notice on the website. Otherwise, the amendment procedure as included in the article above applies.

#### **4. Content and structure**

- 4.1 Practical training is part of every vocational program as referred to in the Education and Vocational Education Act. Practical training is done at a training company recognised by SBB based on a practical training agreement. The practical training agreement lays down agreements about the practical training to enable the student to gain the knowledge and experience required for the qualification/elective component. The activities that the student performs in the context of the practical training agreement have a learning function.
- 4.2 The basic principle of the practical training consists of the education and training objectives applicable to the program, as described in the Education and Examination Regulations of the program. The practical training is based on a substantive plan for the practical training that is included in the Education and Examination Regulations or to which reference is made in the Education and Examination Regulations. It must be clear to the training company which part of the qualification the student must achieve during his practical training. The Education and Examination Regulations are accessible to every student and can be found on the institution's website.
- 4.3 Elective components are an inseparable part of a qualification based on the revised qualification files. Taking elective components and concluding with an exam is a compulsory part of a qualification. The student chooses elective components at the start of or during the program. These are recorded in the education agreement. The student may choose an elective component that is completed during the practical training. In that case, this will be recorded on the information sheet which forms an integral part of this practical training agreement. Multiple elective components can be taken with one training company, whether or not complementary to the current practical training agreement.

#### **5 (Effort) obligation of the training company**

- 5.1 The training company will enable the student to achieve the agreed learning objectives and thus their practical training. The training company will ensure adequate daily supervision and training of the student on the work floor. The training company invests in a long-term relationship with the school. During the practical training, three moments of contact will take place between the student, the institution and the training company. The training company participates in these moments of contact.
- 5.2 The training company provides a socially safe learning environment. In case of recruitment and selection, the training company ensures equal opportunities for all students.



- 5.3 The training company will appoint a practical trainer who will be charged with supervising the student during the practical training. At the start of the practical training, the student knows who the practical trainer is. The details of the training company are included on the information sheet.
- 5.4 The training company declares that it is prepared to facilitate assessment of the practical training in the training company by an official of the institution. This does not apply to practical learning.
- 5.5 During the work placement period, the training company will enable the student to participate in the education offered by the institution according to the applicable schedule, as well as in tests or examinations, to the extent that this can be carried out remotely. Students who are members of the student council will also be enabled by the learning company to participate in student council activities, to the extent that this can be carried out remotely. The learning company will be informed of these dates in a timely manner by the institution and/or the student.
- 5.6 The training company declares that it is prepared to organise a signed written assessment of the practical training upon completion of the school year or, if earlier, upon completion of the practical training. The form agreed upon for this purpose will be used to this end.
- 5.7 The training company declares that it is prepared to report unauthorised absence from the practical training to the institution on the same day.
- 5.8 The training company declares that it is prepared to offer the agreed number of days/hours of practical training stated on the information sheet.
- 5.9 The training company provides the student with the basic equipment required for the work during the practical training.
- 5.10 The training company makes agreements with the student about reimbursement of costs incurred. The training company aims to reimburse at least the expenses that the student must incur during the practical training (e.g. commuting traffic costs).
- 5.11 The practical training will be carried out in accordance with the applicable local labor laws and regulations of the host country. The working hours and conditions must remain reasonable, appropriate and aligned with the student's well-being and learning objectives.

## **6 (Effort) obligation of the institution**

- 6.1 The institution will ensure that there is sufficient guidance from the school coach. At the start of the practical training, the student and the training company know who the assigned school coach is. The institution invests in long-term relationships with training companies. The institution will ensure that there has been contact between school, training company and student prior to the start of the practical training. During the practical training, three moments of contact will take place between the student, the institution and the training company. The number of moments of contact is adapted to the length of the practical training and the needs of the student and training company. The institution initiates and participates in these moments of contact.
- 6.2 The school coach on the part of the institution follows the progress of the practical training by maintaining regular contact (physical or online) with the student and with the practical supervisor of the training company and monitors the progress and alignment of the student's learning objectives with the learning opportunities in the training company.
- 6.3 The institution will announce the timetable (for possible exams and assessments) in good time so that the student and the training company can take this into account. For students who are members of the student council, the institution will inform the student and the learning company in a timely manner about planned student council activities.
- 6.4 The institution is responsible for assessing whether the student has passed those components of the qualification that were done in the practical training. The procedure for the assessment and the method of assessment of the practical training are described in the Education and Examination Regulations of the program.
- 6.5 The institution will include the training company's assessment of the student as part of the student's assessment.



## **7 (Effort) obligation of the student**

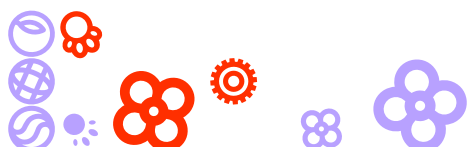
- 7.1 The student will make every effort to successfully complete his learning objectives within the agreed deadline, i.e. before or at the latest on the planned end date that is mentioned on the information sheet. More specifically, the student is obliged to actually do the practical training and be present on the days and times agreed with the training company, unless this cannot be expected of him for serious reasons.
- 7.2 The student is obliged to attend during the agreed number of days/hours practical training within the training company stated in this agreement. The student participates in the agreed contact moments between student, school and training company.
- 7.3 Absence during the practical training period is subject to the rules applied by the training company as well as the rules agreed upon in the education agreement between the student and the institution.
- 7.4 The student is obliged to notify the institution and the training company in advance of any permitted absence regarding the practical training.
- 7.5 It is determined in consultation with the school coach whether lost work placement hours must be made up. If it is agreed that the student has to compensate for missed hours during the practical training, the student is obligated to do so.

## **8 Further agreements with the student**

- 8.1 If desired, the institution, the student and the training company can make further individual agreements, for example, additional agreements about the learning objectives, supervision or assessment of the student.
- 8.2 These agreements will be recorded in writing in an addendum and form part of the practical training agreement.
- 8.3 For students with individualized support needs, adjustments can be agreed upon in consultation with the company and the institution (e.g. adjustments in time or workplace). These adjustments are substantiated and recorded in the student information system, within the file of the student.

## **9 Code of Conduct, Safety and Liability**

- 9.1 The student is obliged to observe and take into account the rules, regulations and instructions that apply within the training company in the interest of order, safety and health. The training company informs the student before the start of the practical training.
- 9.2 The student is obliged to keep confidential everything that is entrusted to him under secrecy or that has come to his knowledge as secret or of which he should reasonably be expected to understand the confidential nature.
- 9.3 In accordance with the Working Conditions Act, the training company will take measures aimed at protecting the student's physical and mental safety.
- 9.4 The training company is liable for damage that the student may suffer during or in connection with the practical training, unless the training company demonstrates that it has complied with the obligations referred to in article 7:658 paragraph 1 of the Dutch Civil Code, or that the damage is the result of intent or willful recklessness on the student's part.
- 9.5 The training company is liable for damage caused by the student in the performance of his work during or in connection with the practical training to the (property of the) training company or to (the property of) third parties, unless there is intent or deliberate recklessness on the student's part.
- 9.6 The training company can demonstrate it has business liability insurance, which also covers liability towards students/interns.
- 9.7 The institution is indemnified against damage caused to the student, the training company or third parties during the performance of the work placement.
- 9.8 Practical training abroad is only allowed if the student has taken out IPS (Insurance Passport for Students). IPS offers worldwide coverage.



## **10 Problems and conflicts during practical training**

- 10.1 In case of problems or conflicts during the practical training, the student will initially contact the practical trainer of the training company and/or the school coach of the institution. They will try to find a solution together with the student.
- 10.2 If the student believes that the problem or conflict has not been satisfactorily resolved and the cause of the problem or conflict is that the training company does not or insufficiently comply with the agreements in this practical training agreement, the student may, in consultation with the school coach of the institution, discuss the options.
- 10.3 If the parties cannot resolve the problem after mutual consultation, the student may file a complaint against the institution based on the internal stakeholders complaints procedure, if he is of the opinion that the institution has, for example, not provided the correct guidance or is part of the problem or conflict. Complaints against the training company are subject to the company's internal complaints procedure.
- 10.4 The training company will take measures aimed at preventing or combating forms of sexual harassment, discrimination, aggression or violence. In the event of sexual harassment, discrimination, aggression and/or violence, the student has the right to immediately stop working without this constituting grounds for a negative assessment. The student must immediately report the interruption of work to the practical trainer and the school coach. If this is not possible, the student will report the work interruption to the confidential counsellor of the training company or of Yuverta.
- 10.5 Yuverta has formulated a procedure for reporting discrimination during practical training. This procedure is shared with students via the Yuverta intranet. The procedure describes where the student can report discrimination or abuse during practical training, how the support and aftercare is taken care of and what steps the institution takes after a report.
- 10.6 Major incidents, complaints that are structural in nature and reports or signals of discrimination are reported at SBB, as agreed upon in the [BPV-Protocol ENG](#).

## **11 Data exchange and privacy**

- 11.1 The student has the right to inspect their individual student file, and more specifically the practical training details processed by the institution.
- 11.2 When exchanging data about the student, the institution and the training company will observe the General Data Protection Regulation (GDPR). This means, inter alia, that they will process the student's personal data with due care and that they are transparent in this regard towards the student. Yuverta's 'Privacy Regulations for Pupils, Students and Course Participants' states which student data is shared with the training company under what conditions and when the student's consent is required.

## **12 Duration and termination of the agreement**

- 12.1 The practical training agreement takes effect after the first information sheet has been signed and will in principle be entered into for the duration of the practical training period as stated on the information sheet.
- 12.2 The practical agreement will legally end:
  - a. when the student has completed the agreed number of hours and has completed the practical training with a positive assessment or, in the case of an optional component, if the student has completed the agreed number of hours and completed the practical training;
  - b. by the expiry of the planned end date as mentioned on the information sheet;
  - c. by the termination of the education agreement between the student and the institution;
  - d. by dissolution or by loss of legal personality of the training company or when the training company ceases to practise the profession referred to in the practical training agreement in the aforementioned company;
  - e. when the training company's recognition as referred to in article 7.2.10 of the WEB has expired or been withdrawn.

Termination by operation of law will be confirmed in writing by the institution to the student and the training company.





- 12.3 The practical training agreement may be terminated by mutual consent between the institution, the student and the training company (confirmed in writing by the parties).
- 12.4 The practical training agreement may be dissolved (out of court):
- a. by the training company if, despite an explicit (repeated) warning, the student fails to comply with the rules of conduct as referred to in article 9.1 and 9.2 (confidentiality) of these General Terms and Conditions;
  - b. by one of the parties, if based on compelling circumstances, the party can no longer be required to continue the practical training agreement in all reasonableness;
  - c. by one of the parties if the institution, the student or the training company fails to meet the obligations imposed on them by law or by the practical training agreement;
  - d. by the student or the training company, if the employment contract (if any) between the student and the training company is terminated.
- 12.5 Dissolution by one of the parties pursuant to article 12.4 will be effected in writing to the other parties, stating the reason for the dissolution.
- 12.6 Prior to dissolution pursuant to article 12.4 under c, the party that fails to fulfil its obligations must be given the opportunity by the other parties to fulfil its obligations within a period of two weeks. A written notice of default is not necessary if fulfilment is permanently impossible or if the party has already indicated that its obligations will no longer be met and the setting of a time limit is superfluous.

### **13 Replacement practical training place**

If the practical training agreement is terminated because the training company fails to fulfil its obligations (the practical training place is not or not fully available, supervision is inadequate or absent, the training company no longer has approval as referred to in article 7.2.10 of the WEB or there are other circumstances that mean that the practical training can no longer be performed properly), the institution will, after consultation with the SBB, ensure that an adequate replacement provision is made available to the student as soon as possible.

### **14 New practical training agreement**

A new practical training agreement must be concluded in the following situations:

- a. for a student who undertakes practical training at several work placement companies, whether or not simultaneously, a practical training agreement must be concluded for each training company;
- b. if after obtaining the practical training a subsequent period of practical training is taken at the training company;
- c. when a student in a training company starts taking practical training for two or more programs with different crebo-codes; or
- d. when the student has obtained the diploma for a program and then starts a new program.

### **15 Final Provisions**

- 15.1 In cases not provided for in the practical training agreement, the institution and the training company will decide after consultation with the student.
- 15.2 SBB will be involved in consultation on matters that affect SBB's responsibility.

