



Terms and conditions

Practical Training Agreement

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Articles of Practical Training Agreement

The Articles of this Practical Training Agreement (BPVO) belong to the:

- Practical training agreement for BOL
- Practical training agreement for BBL
- International practical training agreement

which has been signed by the training company, student (and parents/guardians if the student is 16 years of age or younger) and Aventus.

Glossary

In regards to practical training, Aventus uses uniform education terms. In the list below are the terms relevant to the BPVO.

Aventus BPV supervisor

The Aventus bpv supervisor is the supervisor of the student's learning process. The Aventus bpv supervisor handles process-based and substantive supervision within the learning process and supervises the students in regards to the profession. The Aventus bpv supervisor supervises groups and individuals during the practical training.

Trainer¹

The person that handles the supervision of the practical training at the training company.

¹Aventus is aware that in professional practice, other names are also used, like, for example 'mentor'.



Nature of the agreement

- a. The terms and conditions, together with the bpv form, all form the BPVO as meant in Article 7.2.8 of the Act on Educational and Vocational Training (WEB).
- b. The BPVO documents the general rights and obligations of the student, the training company and Aventus. In this, Articles 7.2.8, 7.2.9. And 7.2.10 of the WEB are abided by.

Prerequisites:

- c. This BPVO has been agreed upon by the student, the training company and Aventus. The BPVO is managed by Aventus.
- d. The student is registered at the institute on grounds of an education agreement (OOK).
- e. In the education agreement, the parents and/or legal representatives have consented that the student of 16 years of age or older independently signs this agreement.
- f. The training company has, at the date of signing the BPVO, a good rating by the Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven (SSB, or the Collaborative Organisation for Vocational Education and Business Life) for the qualification for which the student is registered as intended in Article 7.2.10 of the WEB. Bpv for an optional subject may take place at any approved training company.
- g. Only Dutch law applies to the BPVO.

Article 1 Contents of the practical training

1. The principle of the practical training are the educational and training goals that apply to the study as stated in the education and examination regulations.
The activities that the student carries out within the framework of the BPVO have a learning function. The training company enables the student to reach the required learning goals.
2. At the foundation of the practical training is a substantive plan that has been incorporated in the education and examination regulations or which is referenced.
3. The education and examination regulations are on the intranet.
4. When a student chooses an optional subject that is carried out during the practical training, then this is registered on the bpv (modification) form. This shows the starting and planned final date of the bpv for the optional subject, the amount of bpv hours for the optional subject and how this



matches up to the bpv for the qualification.

Article 2 Student efforts

The students makes as much effort as he can to successfully reach their learning goals within the set term. This is before or at the least on the planned final that has been documented in the bpv form. The student is especially required to actually follow the bpv and to be present on the days and times agreed upon with the training company, unless this can't be expected of them for serious reasons.

Article 3 Supervision

The training company assigns a trainer, who is tasked with supervising the student. The Aventus bpv-supervisor will follow the course of the practical training by regularly keeping in touch with the trainer and the student.

Article 4 Assessment

1. Aventus has the final responsibility in whether the student has mastered the work processes carried out during the bpv and whether they have the required competencies.
2. The procedure of the assessment and the manner of examining the work processes and corresponding competencies during the practical training as described in the education and examination regulations of the education.
3. Within the framework of Aventus' final responsibility in the assessment, they will involve the assessment of the training company.
4. The training company sets up a report at the end of the practical training about the functioning of the student at the time of the practical training at the training company.

Article 5 Participation in exams

The student is enabled by the training company to participate in tests and exams by Aventus that take place within the period of the practical training.

Article 6 Examination in the workplace

The training company declares themselves able to enable the examination of the work processes and (parts of) the core task at the location.

Article 7 Insurances and accountability

- When an intern causes unintentional damage during their internship, the training company is responsible, just like they are for their employees. Aventus and the intern can't take out insurance for this.



- If the intern causes the damage intentionally and deliberately, then only the intern is responsible for the damage.
- When an intern becomes permanently handicapped as a result of an industrial accident, then the interns or bereaved can solicit the Aventus school accident insurance regardless of who's responsible for the accident.

Article 8 Rules of conduct

The student is required to abide by the set rules, regulations and instructions within the training company for the sake of order, safety and health. The student is informed about these rules at the beginning of their internship.

Article 9 Confidentiality

The student is obliged to be confidential with any information that has been entrusted to them or what has come to their knowledge as confidential or of which they should reasonably understand the confidential nature.

Article 10 Data sharing

When exchanging data, Aventus and the training company abide by the General Data Protection Regulation (GDPR). Data that is shared between the student, training company and Aventus are in Trajectplanner. Which data is shared with the training company differs per learning pathway. Is the student following a BOL training? Then the training company can view the name and address and the trainer can view and add reports of conversations, notes, results and presence and absences in the bpv module. Is the student following a BBL training? The employee can also view the results achieved at school and the presence and absence during the classes at school, aside from the previously mentioned data. In some case, the training company needs additional information because it's necessary for successfully starting or completing the bpv. Think of previously attained degrees, a Certificate of Good Behaviour (VOG) or an overview of vaccinations. In that case, the student is informed about this by Aventus or the training company. Other sharing of data takes place in unusual situations at the judgement of the school.

Article 11 Absence

For absence during the practical training, provisions apply for the student which have been incorporated to that end in the Articles of the education agreement and the student charter. In case of absence or when returning from absence, the student is required to immediately notify the bpv supervisor and trainer, according to the rules of the organisation providing practical training and those of Aventus.



Article 12 Compensation

Agreements about a potential trainee allowance, travel allowance and/or indemnities are a matter between the student and the training company. Aventus has no involvement with this. The student, who has the rights of an employee, receives a salary, as it document in the employment contact between the employee and employer.

Article 13 Completion

This BPVO is completed:

- a. After completing the exam or exams of the education to which this agreement applies (if this is in accordance with the provisions in the potential Collective Labour Agreement);
- b. When the term to which this BPVO applies expires or by transferring to another education within the institutes;
- c. By ending the education agreement between the student and the institute;
- d. By termination or loss of legal personality of the training company or when the training company stops practising the in the profession indicated in the BPVO or ceases the company referred to;
- e. When the accreditation of the training company (as meant in Article 7.2.10 of the WEB) is revoked;
- f. When the student (prematurely) leaves the school or if the student has been checked out by Aventus;
- g. In mutual agreement by Aventus, the student and the student companies, after this has been confirmed by the parties in writing;
- h. If the student, despite explicit warning, doesn't comply with the codes of conduct according to Article 8: "codes of conduct" of this agreement, after this has been confirmed in writing by the training company and/or Aventus;
- i. If one of the parties considers termination of this agreement necessary on grounds of serious circumstances and it can't reasonably expected to continue the agreement;
- j. By (premature) termination of the employment agreement, including termination within the trial period;
- k. When the institute, the student or the training company doesn't comply with the requirements enforced by law or the BPVO.

A termination of the BPVO (see section h to k) is done in writing and sent to the other parties, along with the reason for termination.

Prior to a termination on grounds of Article 13.k, the party that doesn't fulfil their obligations must be given the chance by the other parties to still fulfil their



obligations within a period of two weeks. This is not necessary when fulfilling the obligations is impossible or if the party has already indicated they can no longer fulfil their obligations.

Article 14 Replacement practical location

If Aventus or SBB, after entering the BPVO, determine that the practical location is not or no longer available, the supervisor is lacking or missing, the training company no longer has a good rating (as defined in Art. 7.2.10 of WEB) or if there are other circumstances that cause the practical training to not take place according to standards, Aventus and SBB facilitate a sufficient replacement facility. Should finding a replacement practical location not be possible, despite the efforts of Aventus and SBB, then Aventus and the student will see which other options are available to complete the education. Is the student not open to these solutions? Then the student can't complete their education at Aventus. Aventus is then forced to terminate the BPVO (and OOK).

Article 15 Interim changes

The bpv data as incorporated in the bpv form can be changed or supplemented during the bpv period with written permission by the parties.

- a. If the changing of the bpv data is caused by a change in the student's educational process, must be preceded by a request by the student to make a change in the educational process and to amend the education agreement (OOK).
- b. The bpv data regarding the education within the framework of which the bpv is followed can only be changed at the request of the student. His request can be preceded by a meeting or advice by Aventus or the training company.
- c. The bpv data regarding the starting and planned final date, duration and scope of the bpv can also be changed at the request of the training company. Such a request can only be honoured by Aventus after consulting the student and with their agreement.
- d. In case of an interim change of the bpv data, the bpv form is changed by a (new) bpv modification form during the duration of the bpv.
- e. Aventus sends the (new) modification form to the student, either in writing or digitally (and in case of a minor, also to their parent(s) or legal representative(s) and to the training company.
- f. The student (and in case of a minor, also the parent(s) and/or legal representative(s) and the training company are given the opportunity to report to Aventus if the content of the (new) bpv modification form is incorrect, within a period of 10 work days after receiving the (new) bpv modification form, in writing or orally.



- g. If the student or the training company indicates that the changed bpv data is incorrect (in agreement with the request or the approval of the non-requesting party), then Aventus will correct the data in question.
- h. If the student or training company objects to the bpv data being changed without request or permission, then the institute will remove the (new) bpv modification form. In this case, the student will follow the bpv as documented in the original bpv form until consent from both parties has been obtained.
- i. If the student and/or the training company don't respond within the set term of 'Article 15.f', then the (new) bpv modification form replaces the previous bpv (modification) form and becomes part of the BPVO.

Article 16 New agreement

In the following situations, the student, training company and Aventus must enter a new BPVO:

- After obtaining the bpv and in case a next bpv is followed at the training company (this doesn't apply in case the bpv is extended).
- When a student follows a bpv in a training company for two CREBOs.
- When the student has obtained the degree for an education and starts on a new education.

In this case, a new education agreement (OOK) and a new BPVO must be entered.

- When the student follows a bpv at multiple companies, possibly at the same time, a BPVO must be entered per training company.
- When the student changes education pathways.

Article 17 Problems and conflicts during the practical training

In case of problems or conflicts, the student first addresses the trainer. If no solution can be reached, there'll be a meeting with the Aventus bpv-supervisor. If the three parties can't reach a solution in a joined meeting, the case is presented to the immediate manager of the Aventus bpv supervisor. If the student is not satisfied with the decision taken, a complaint can be filed at the sector director. For all information, see Regelement Klachtenbehandeling Onderwijs (Regulations for Handling Complaints in Education), which can be found on Aventus's website.

Article 18 Problems and conflicts in case of sexual intimidation, discrimination, aggression or violence

In case of sexual intimidation, discrimination, aggression and/or violence, the student, who has the rights of a student, must report the incident immediately to the Aventus bpv supervisor and/or the Aventus confidante. The student, who has the rights of an employee, must immediately report the incident to the



confidante of the concerning branch and/or the confidante of the training company.

Article 19 Final provisions

In the cases not covered by this agreement, Aventus and the training company decide in consultation with the student.

If it concerns matters that the SBB is responsible for, this organisation will get involved.

The student and training company declare that they have received and/or been informed about the document , which have been referenced in this agreement and/or have been added to/enclosed with the agreement.



A woman with long, wavy blonde hair is captured in a dynamic, mid-air jumping pose. She is wearing a grey and white plaid suit consisting of a jacket and trousers, over a black top. Her right arm is raised and bent, with her hand near her head, while her left arm is extended forward. Her legs are bent at the knees, and she is wearing black sneakers with brown soles. The background is a blurred, industrial-style interior with concrete walls and a floor.

More information?

Go to [aventus.nl](https://www.aventus.nl)



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