

The professional practice education agreement

Professional practice education, also referred to as an internship when you are enrolled in vocational education (BOL) or as an apprenticeship in case you are frequenting a combination of school and work (BBL), is an important part of your training and your professional as well as personal development: you will start learning in practice. Before the start of the professional practice education, every student of Nova College must conclude a professional practice education agreement (in the following: 'PPE agreement'). The PPE agreement is also referred to as the practice agreement or internship contract. The PPE agreement lists the rights and obligations of the student, of Nova College, and the hosting company. This allows you to know exactly what the expectations are. So read the PPE agreement attentively. If you need help to better understand this agreement or parts thereof, you can reach out to your study pathway mentor.

Part 2: Terms and Conditions

Chapter 1. General provisions

Article 1. Definitions

A number of concepts are used in these terms and conditions. The meaning of the concepts is clarified below. The concepts listed are capitalized in these terms and conditions.

1. *General Data Protection Regulation (GDPR)*: the most important rules for the handling of personal data are established in the GDPR.
2. *Professional practice education (PPE)*: the part of the vocational training where students work and learn in practice, at the hosting company certified by SBB. Within this field, we distinguish internships (when enrolled in BOL) and apprenticeships (when enrolled in BBL). Successfully concluded professional practice education is a legal requirement for obtaining a diploma.
3. *Professional practice education agreement (PPE agreement)*: the contract between Nova College, the Student, and the Hosting Company providing for the professional practice education. This contract lists the rights and obligations which apply to the practice program.
4. *Competent authorities*: the natural persons who according to education law WEB have the task and the right to administer the educational institution. At Nova College, this is the Board of Directors.
5. *PPE mentor*: the person who takes care of assisting the PPE from Nova College. This person is responsible for the progress of the PPE and for communications with the Hosting Company.
6. *PPE protocol*: the PPE protocol lists arrangements between the Ministry of Education, Culture, and the Sciences, employers' organizations, the council for vocational education MBO Raad, and the business and education partnership organization SBB for a qualitatively sound PPE. All parties concerned engaged in PPE must observe this protocol.
7. *Exam Regulation*: this regulation lists the general rules regarding exams and diplomas. The Exam Regulation is established for each student or external student enrolled in a vocational program of Nova College and is established every year. In addition, each course or group of courses has an Education and Exam Regulation which, combined with the Exam Regulation, forms a single document.
8. *Internationalization Manual*: a document in which the general framework is described that applies to international PPE at Nova College.

9. *Enrollment Decision*: the written decision of Nova College after an application of a student in which it is confirmed that the student is enrolled and may take courses.

10. *Optional Component*: as from 1 August 2016, this is a part of the vocational training, besides the qualification. An optional component can deepen or broaden the perspective, or it can focus on progressing towards further education. Only for preparatory 'entrance' training may an Optional Component be resolutive as well.

11. *Complaints Mechanism*: an arrangement for the handling of complaints regarding general school matters or undesirable conduct, such as sexual harassment, aggression and violence, bullying and discriminatory conduct, or suitable education.

12. *Hosting Company*: the organization / institution providing the PPE for the Student that was certified by SBB.

13. *Nova Portal*: the intranet of Nova College on which arrangements, rosters, and other documents regarding education are published. The URL is: <https://novaportal.nl>.

14. *Education and Exam Regulation (EER)*: for each Course or group of courses, an Education and Exam Regulation is established. This regulation describes, among other things, the content and organization of both the education and the exam of the relevant Course(s).

15. *Course*: by the term course is intended the course as indicated on the Practice Sheet of the PPE agreement.

16. *Practice Sheet*: part of the PPE agreement which lists specific information regarding the PPE of an individual Student.

17. *Practice Trainer*: the person taking care of assisting the PPE at the Hosting Company.

18. *Privacy Regulation*: this regulation lists the rules regarding the processing of personal data of, e.g., the Student and the exam participants who are enrolled at Nova College. With this regulation, Nova College makes sure that the processing of personal data occurs in conformity with the GDPR, the implementation law for the GDPR, and other codes of conduct and arrangements.

19. *'Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven' (SBB)*: the organization uniting businesses and educational institutions for the purpose of improving vocational education; responsible for matters such as the certification and coaching of the Hosting Companies.

20. *Student*: a participant, as referred to in education law 'Wet Educatie en Beroepsonderwijs', whereby are intended as well the parents and/or legal representatives in case the student is underaged.

21 *Student Articles*: a document regarding the rights and obligations of the Student, drawn up by the Competent Authorities.

22. *WEB*: the law on education and vocational training 'Wet educatie en beroepsonderwijs'.

Article 2. Nature of the agreement

1. The terms and conditions (part 2), along with the Practice Sheet (part 1), forms the PPE agreement as referred to in article 7.2.8 of education law WEB. The Practice Sheet contains specific information about the PPE that the Student is enrolling in. The terms and conditions list the general rights and obligations of Nova College, the Student, and the Hosting Company.

2. Even when the age of majority is reached, the arrangements in this agreement remain fully effective for the Student.

3. Arrangements between the Hosting Company and the Student which flow from an employment relationship fall outside the scope of this agreement, under the proviso that Nova College is not a party thereto.

Article 3 Further arrangements with the Student

1. The Hosting Company can make financial arrangements with the Student, for example regarding a trainee allowance or a travel expense allowance. Nova College is not a party to such arrangements regarding allowances.

2. If so desired, Nova College, the Student, and the Hosting Company, on account of circumstances such as sector-specific legislation and regulations, can make *further* individual arrangements in the context of the PPE. These arrangements can regard matters such as study objectives, coaching, or the assessment of the Student. These further arrangements will be established in writing in an addendum and will be a part of the PPE agreement.

3. Arrangements about a non-compete clause are not in the interest of the learning process of the Student and may therefore not be stipulated in (the addendum of) the PPE agreement.

4. In case of contradictions between the provisions from these terms and conditions and provisions from the addendum or other agreements concluded in the context of the PPE, the provisions from this PPE agreement prevail, unless parties expressly establish otherwise in writing.

Article 4. Intermediate changes

1. The PPE agreement and more in particular the PPE details as listed on the Practice Sheet can be changed or supplemented during the PPE period with the written or verbal consent of parties.

2. If the alteration of PPE details flows from a change to the training pathway of the Student, it must be preceded by a request of the Student for a change to the training pathway and a modification of the enrollment decision.

3. The PPE details regarding the Course in the context of which the PPE is taken can only be modified upon request of the Student. This request can be preceded by consultations or advice from Nova College or the Hosting Company.

4. The PPE details regarding the starting and scheduled end date, duration and scope of the PPE can also be altered upon request of the Hosting Company. Such a request is only honored by Nova College after consultation with and the consent of the Student.

5. In case of an intermediate change of the PPE details, the Practice Sheet is replaced by a new PPE sheet during the term of the PPE.

6. Nova College sends the new Practice Sheet as soon as possible in writing (on paper or digitally) to the Student and to the Hosting Company.

7. The Student and the Hosting Company are given the opportunity within 10 business days after the sending of the new Practice Sheet to communicate to Nova College in writing that the details of the new Practice Sheet are not correct.

8. If the Student or the Hosting Company indicates that the modified PPE details are not correct (in accordance with the request or the consent of the non-requesting party), Nova College will proceed with the correction of the relevant PPE details.

9. If the Student or the Hosting Company makes an objection indicating that the PPE details were altered without the basis of a request or consent, Nova College will proceed with the removal of the new Practice Sheet. In this case, the Student continues to follow the PPE at the Hosting Company as stated on the original Practice Sheet, until the consent of both parties is obtained still.

10. If the Student and/or the Hosting Company do not react within the term as indicated in article 4.7, the new Practice Sheet replaces the previous Practice Sheet and thereby becomes an inextricable part of the PPE agreement.

Article 5. Duration and termination of the agreement

1. This PPE agreement enters into effect after the signing of the first Practice Sheet and is adopted for the duration of the PPE as stated on the Practice Sheet.

2. The PPE agreement ends legally:

- a. at the moment that the Student has completed the established number of hours and has completed the PPE with a positive assessment or in case of an Optional Component if the Student has completed the established number of hours and has completed the PPE;
- b. when the established period as stated on the Practice Sheet has come to an end;
- c. when the enrollment of the Student at Nova College has ended;
- d. when the certification of the Hosting Company as referred to in article 7.2.10 of education law WEB has expired or has been revoked.
- e. if the Hosting Company is liquidated or forfeits its legal personality;
- f. when the Hosting Company stops the exercise of the profession or the company referred to in the PPE agreement;
- g. upon the decease of the Student.

3. The PPE agreement can be terminated in consultation between Nova College, the Student, and the Hosting Company with mutual approval.

4. The PPE agreement can be rescinded unilaterally (extrajudicially) by one of the parties:

- a. if the Student commits or has committed a criminal act during the PPE, or if a reasonable suspicion of guilt arises or has arisen;
- b. if the Student participates in the PPE under the influence of alcohol, drugs and/or substances featuring on List I or II of narcotics law 'Opiumwet' or if the Student is in possession of prohibited arms;
- c. if the Student does not observe the effective rules, regulations, and instructions of the Hosting Company, for example the established code of conduct and safety and health regulations;
- d. if the Student does not reasonably follow specific instructions of the Hosting Company for the PPE;
- e. if the Student engages in sexual harassment during the PPE and/or does not observe commonly held social norms;

- f. if the Student repeatedly and without valid reasons does not or does not timely appear at the indicated times and places for PPE;
- g. if the Student misbehaves in such a manner that it cannot reasonably be expected of the Hosting Company or Nova College to maintain the PPE agreement;
- h. if one of the parties finds termination of this agreement necessary on grounds of weighty circumstances and it cannot reasonably be demanded to have the agreement continue;
- i. if one of the parties does not comply with the obligations imposed by the law or the PPE.
- j. in case of circumstances in the sense of article 18 section 3, sub a and b;
- k. if internal changes occur at the Hosting Company which are so drastic that the Student can no longer continue the PPE.
- l. if the employment contract, in case of a school and work education pathway, between the Student and the Hosting Company is terminated;

5. The party wanting to exercise the right of rescission on grounds of section 4 can appeal to it within three months after the reason for rescission has become known. The rescission by one of the parties is presented in writing by one of the parties to the other parties, stating the grounds for rescission.

6. Substitute practice position

1. If the PPE agreement is terminated because the Hosting Company does not comply with its obligations (the position is not or not fully available, the training is inadequate or is completely missing, the Hosting Company no longer has a positive assessment as referred to in article 7.2.10 of education law WEB or in case of other circumstances due to which the PPE can no longer properly occur), Nova College, following consultations with SBB, fosters the making available of a substitute facility to the student as soon as possible.

Chapter 2. Provisions regarding the content of the PPE

Article 7. Content and organization

1. PPE is a part of each vocational course as referred to in education law WEB. PPE occurs at a Hosting Company certified by SBB on grounds of a PPE agreement. In the PPE agreement, arrangements regarding the PPE are established so that the Student is allowed to acquire the knowledge and experience required for the qualification/Optional Component. The activities conducted by the Student in the context of the PPE agreement have an educational function.

2. The exertions of Nova College, the Student, and the Hosting Company regarding PPE are offered in accordance with the objectives of the PPE protocol. PPE is based on the education and training objectives effective for the Course, as described in the EER of the Course. It must be clear to the Hosting Company which part of the qualification must be attained by the Student during his PPE. In the EER and in the information guide PPE for students is described what the PPE entails. It is described in the law and more specifically in the EER how many hours of PPE the Student must take. Students taking a school/work Course must take a minimum of 610 hours in PPE per schoolyear. For the vocational education pathway, this is established in the EER.

3. Optional Components are an integral part of the Course. Taking optional components and concluding these with an exam is an obligatory part of the Course. The Student chooses optional components upon the start of or during the Course. The Student can choose for an Optional Component that is concretized in the PPE. In such case, this is registered on the PPE sheet which is an integral part of this PPE agreement. Several optional components can be taken at a single

Hosting Company, whether or not as an addition to the current PPE agreement.

Article 8. (Best-effort) obligation of the Hosting Company

1. The Hosting Company allows the Student to attain the established learning objectives so as to complete his PPE. The Hosting Company stimulates and allows the student to effectively complete the course with a diploma. The Hosting Company provides sufficient daily assistance and training for the Student in the workplace.
2. Discrimination and abuse in the context of an internship are unacceptable and legally prohibited. That means that the Hosting Company may not treat the Student differently based on characteristics such as origin, age, religion, sexual preference, sex, or disability. In addition, the Hosting Company may not treat the Student unfairly and deploy him, for example, as cheap labor.
3. The Hosting Company designates a Practice Trainer who is charged with assisting the Student during the PPE. The Student knows at the start of the PPE who the Practice Trainer is. The details of the Practice Trainer can be found on the Practice Sheet.
4. The Hosting Company provides the student with the basic gear required for the PPE.
5. The Hosting Company pays the student an expense allowance which at least comprises all costs in Euros that a student must incur because of the company or the law to be able to do his internship at the Hosting Company. This expense allowance includes travel expenses if these are not compensated in a different manner, and a possible certificate of good behavior. This applies for both the BOL students and the BBL students.
6. The working-hours law applies for all interns.

Article 9. (Best-effort) obligation of Student

1. The Student does his utmost to successfully complete his learning objectives within the established term. That is before or at the latest on the scheduled end date listed on the PPE sheet. The Student is obliged in particular to effectively follow the PPE and to present himself on the days and hours arranged with the Hosting Company, unless this cannot be expected of him for weighty reasons.

Article 10. (Best-effort) obligation of Nova College

1. Nova College assists the Student in finding a suitable PPE position.
2. In the context of suitable education, Nova College exerts itself to find a PPE spot which provides for additional facilities and specific assistance during the PPE. In the agreement on suitable education, arrangements on additional assistance for students with a disability or chronic illness are established. Arrangements for suitable education made with the Student are discussed prior to the PPE during the placement interview. It is reviewed annually whether the content of the agreement still applies and may require modifications.

3. Nova College procures adequate assistance by the PPE mentor. The Student knows at the start of the PPE who his mentor is. The details of the PPE mentor can be found on the Practice Sheet.
4. The PPE mentor follows the progress of the PPE by maintaining regular contact with the Student and with the Practice Trainer, and monitors the progress and alignment of the learning objectives of the Student with the learning opportunities at the Hosting Company.
5. Nova College announces the roster timely so that the Student and the Hosting Company can take it into account.

Article 11. PPE hours

1. The Hosting Company timely communicates the planning of the PPE, indicating the PPE hours, as well as the changes thereto, to the Student, that is, well before the start of the practice period.
2. The Student keeps an hours register that is approved by the Hosting Company.
3. Barring exceptions, the application of this agreement is limited at all times to the exercise of the PPE hours as referred to in section 1.
4. If the Student carries out activities for the Hosting Company outside the established PPE hours, the rules in Volume 7, chapter 10 of the Netherlands Civil Code (BW) apply between the Student and the Hosting Company.

Article 12. Assessment

1. Final responsibility for the assessment of educational and exam-related activities in the context of the PPW lies with Nova College.
2. Nova College establishes the educational and exam-related activities that the Student must participate in for his PPE. These activities are listed in the EER and the information guide PPE for students.
3. Concluding the PPE with an adequate assessment is a requirement for the diploma. The Course describes in the EER in what manner the assessment is made.
4. The Hosting Company declares to be willing to allow the assessment of the PPE by an official of Nova College at the Hosting Company.
5. In the EER for the Course, the procedure regarding the assessment and the manner of examination during the PPE is described.
6. The assessment for examination during the PPE is carried out by persons listed in the exam instrument.
7. Both for the assessment of the PPE and for examination in the PPE, the judgment of the Hosting Company is taken into account.

Chapter 3. Code (of conduct) and consequences

Article 13. Illness and absence

1. Illness and absence during the PPE are reported by the Student to Nova College and the Hosting Company in advance.
2. For illness and absence during the PPE, the rules apply for the Student as applied by the Hosting Company, as well as the rules as established in the student articles and the attendance protocol of Nova College.
3. The Student is allowed during the PPE period by the Hosting Company to participate in the courses that Nova College offers according to the effective roster, as well as in tests or exams. The Student is also allowed in case of membership of the Student Council to participate in activities of the Student Council, such as meetings.

Article 14. Confidentiality

1. The Student is obliged to keep secret all matters the Hosting Company shares with him with confidentiality.
2. The obligation of non-disclosure also comprises all matters the Student has taken cognizance of and for which he should reasonably understand that they are confidential in nature.

Article 15. Code of conduct, safety, and liability

1. The Student is obliged to observe the established rules, regulations, and instructions from the Student Articles. The Student is also obliged to observe the rules, regulations, and instructions effective within the Hosting Company for the sake of order, safety, and health. The Hosting Company timely informs the Student of these rules.
2. The Hosting Company takes measures in accordance with labor conditions law 'Arbeidsomstandighedenwet' that are focused on the protection of the physical, mental, and social health of the Student.
3. The Hosting Company is liable according to article 7:658, section 4 Civil Code (BW) for damage incurred by the Student during or in connection with the PPE, unless the Hosting Company proves that it has complied with the obligation referred to in article 7:658, section 1 BW or that the damage to a significant extent was the result of the willful intent or deliberate recklessness of the Student.
4. The Hosting Company is liable for the damage caused by the Student upon the exercise of his activities during or in connection with the PPE to (the property of) the Hosting Company or to (the property of) third parties, unless in the event of the willful intent or the deliberate recklessness of the Student.
5. The Hosting Company is obliged, for the purpose of the situations as referred to in section 3 and 4 of this article, to have an insurance with coverage for the risks of civil liability.
6. Nova College is indemnified for damage occurring to the Student, the Hosting Company, or third parties upon the exercise of the PPE.
7. The liability of Nova College is limited in all cases to the conditions and the coverage based

thereupon in the insurance taken out by Nova College. That means that this liability is limited to the amount to be disbursed by the insurance company of Nova College.

Article 16. Problems and conflicts during the PPE

1. In case of problems and conflicts during the PPE, the Student in the first instance addresses the Practice Trainer and/or PPE mentor. They try to find a solution jointly with the Student. At the same time, the Student has the right, if there is a need, to address the confidante of the Hosting Company or of Nova College.
2. In case the Student feels that the problem or conflict has not been satisfactorily resolved and/or the root of the problem or conflict is that the Hosting Company does not or does not adequately comply with the arrangements in this agreement, the Student can discuss the options in consultation with the PPE mentor.
3. If parties do not find a solution in mutual consultation, the Student can appeal to the complaints mechanism as stipulated in the Regulation for complaints and disputes of Nova College. The Hosting Company also has the right to submit a complaint on grounds of said arrangement.
4. The Hosting Company takes measures focused on the prevention and suppression of forms of sexual harassment, discrimination, aggression, or violence. In case of sexual harassment, discrimination, aggression and/or violence, the Student has the right to cease activities with immediate effect, without this being grounds for a negative assessment. The Student must report the work suspension immediately to the Practice Trainer and the PPE mentor. In case this is not possible, the Student reports the work suspension to the confidante of the Hosting Company or of Nova College.
5. The Student can report discrimination or abuse related to the internship to the Complaints Desk of Nova College. It is described on [Nova Portal](#) what the support and aftercare is like and what steps are taken by Nova College after a report.
6. Big incidents, PPE complaints that are structural in nature and/or reports and signs of discrimination related to an internship are reported by Nova College to SBB.

Chapter 4. Privacy and additional regulations

Article 17. The exchange of data and privacy

1. The Student has the right to inspect his own Student File and in particular the PPE details processed by Nova College.
2. Upon the exchange of data regarding the Student, Nova College and the Hosting Company observe the GDPR. This means, among other things, that they treat the personal data of the Student with care and that they are transparent regarding vis-a-vis the Student. It is stipulated in the privacy regulation of Nova College which data of the student are provided under what conditions to the Hosting Company, and when the permission of the student is required.
3. The exchange of data regarding the Student must be necessary for the implementation of the PPE agreement. Any provision of personal data must in addition meet the requirements of:

- a. Subsidiarity: the purpose that the personal data are provided for cannot reasonably be realized in a different manner, that is less harmful to the Student;
- b. Proportionality: the infringement on the interests of the Student may not be disproportionately important relative to the purpose served by the processing;
- c. Data minimization: Nova College does not provide data for any longer, or more data, than is necessary.

4. In the Privacy Regulation of Nova College, all rules regarding the processing of personal data (including the sharing of information with third parties) are listed.

Article 18. Internationalization

1. The parties concerned that are signing this agreement mutually declare that, in case of PPE abroad, they will observe what is stipulated in the Internationalization Manual.
2. The Student who will do his PPE abroad declares by signing this agreement that he has taken cognizance of the Internationalization Manual.
3. Under the following circumstances, costs, in case of the rescission of the PPE abroad, are borne by the Student, or in case he is underaged by the parents and/or legal representatives: if it has been established that the Student abroad has culpably:
 - a. committed a crime or a reasonable suspicion thereof pertains;
 - b. shown misconduct that impairs his/her professional attitude and/or is in conflict with commonly held opinion on social manners.
4. Nova College is indemnified for any form of damage and/or liability related to the circumstances referred to in section 3 of this article.
5. Under application of section 3 of this article and section 4 of article 5, the Student, or in case he is underaged the parents and/or legal representatives, must compensate the damage flowing from the rescission of this agreement on account of the conduct of that Student, for Nova College and/or the Hosting Company, after this has been requested in writing.

Article 19. Final provision

1. In cases that this agreement does not provide for, the management of the Hosting Company and the director concerned of Nova College decide, following consultation with the Student. If it regards matters touching on the responsibility of SBB, SBB will be involved in these consultations.
2. This agreement is exclusively subject to Netherlands Law and all disputes in connection with this agreement or the termination thereof are presented to the competent court of law in Haarlem.
3. Besides the provisions in this agreement, and to the extent not in conflict with this agreement, other arrangements still apply to this PPE agreement, as these are formulated on the date of signing of the PPE agreement. These include in any event, though not solely:
 - Internationalization Manual;
 - Regulation complaints and disputes;
 - EER;
 - Privacy Regulation;
 - Student Articles.

4. These documents are available digitally and are published on Nova Portal. These documents can be forwarded to the Hosting Company upon request.

5. Nova College reserves itself the right to modify the applicable arrangements (also including these terms and conditions) intermediately as a result of, e.g., mandatory amendments to legislation and regulations and the concrete implementation thereof in the administrative processing. If this is necessary, the consent of the Student Council will be requested. Every change is published on Nova Portal.

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