

Practical Training Contract

as referred to in Article 7.2.8 of the Dutch Education and Vocational Education Act
(Wet Educatie Beroepsonderwijs: WEB)



The undersigned:

The institution:

Based in:
Represented in this matter by:
Hereinafter called "the institution"
and:

Stichting STC Group

Rotterdam, The Netherlands
mevrouw P. van Lange

The teaching institute:

Name:
Name of vessel:
Address:
Represented in this matter by:
Hereinafter called "teaching institute"
and:

The student:

Address:
Date of birth: Student number:
Hereinafter called: "student"

Agree as follows:

Practical Training (hereinafter: "PT")

- The student will be registered for PT to be provided by the teaching institute.
- The PT will be executed at with the ID:

General Terms and Conditions

- This contract, together with the General Terms and Conditions, encompasses the PT agreed between the parties. Insofar as there is no deviation therefrom in this contract, the General Terms and Conditions apply.
- If the institution publishes this contract again after interim changes, it does not have to be signed again, if the procedure referred to in Article 3 of the General Terms and Conditions is followed. The new contract will replace the preceding contract.

The PT details

This PT is executed in the framework of:

Teaching path:
Qualification level:

PT in the framework of the qualification:

Training course:
CREBO code: Start of PT:
Total number of PT-hours to be followed: Planned end date of PT:

If applicable

Division of PT hours over the study years: see Education and exam regulations.

PT in the framework of an elective

If applicable, the electives will be added later.

Signatures

- By signing this contract the student and the teaching institutes state to have taken note of and to agree to the General Terms and Conditions which form part of this practical training contract. By signing this contract the parties state they will perform the obligations laid down in the General Terms and Conditions.
- The parties state to have received and viewed the documents which form part of this contract or which are attached as an annex to this contract.
- If the employer is another organisation than the teaching institute (e.g. a temporary employment agency) that provides the PT, by signing the practical training contract the student consents that the practical training contract may be shared with the employer.

Thus agreed in Rotterdam on PT contract date and signed by:

the institution, represented by:
mevrouw P. van Lange

Signature:

*the teaching institute,
represented by:*

Signature:

*in the event of student being a
minor, the legal representative*

Signature:

Note: If the above mentioned details are not correct, let us know within 10 working days via overeenkomsten@stc-r.nl (this applies to the student and to the teaching institute).

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General Terms and Conditions belonging with the practical training contract

1. Prerequisites

- 1.1 The student council of STC Group has agreed to the practical training contract (hereinafter: the 'PT contract') of STC Group and the related General Terms and Conditions.
- 1.2 This PT contract is made between the student, the institution and the teaching institute, in this PT contract also referred to as the "parties" and is governed by the institution.
- 1.3 The student is registered with the institution on the basis of a study contract or a certificate of registration.
- 1.4 The PT contract is governed exclusively by Dutch law.
On the date the PT contract is signed, the company or organisation that provides the PT, the teaching institute, will be in possession of a favourable assessment issued by Samenwerkingsorganisatie Beroepsonderwijs Bedrijfsleven (hereinafter: 'SBB') for the qualification for which the student is registered as referred to in Article 7.2.9 of the Dutch Education and Vocational Training Act (Wet educatie en beroepsonderwijs) (hereinafter: 'WEB').

2. Nature of the contract

- 2.1 The General Terms and Conditions are an integral part of the PT contract as referred to in Article 7.2.8. of the WEB.
- 2.2 These General Terms and Conditions set out the general rights and obligations of the parties. Agreements which specifically relate to the PT to be followed by the study, are set out in the PT contract.

3. Interim changes

- 3.1 During the PT period, the PT contract can be amended or supplemented with the written consent of the parties.
- 3.2 If the amendment of the PT information arises in connection with a student's study path, this must be preceded by a request from the student to modify the study path and to obtain a new certificate of registration.
- 3.3 The PT information concerning the study in the framework of which the PT is followed, can only be modified on the student's request. Such request may be preceded by a meeting or advice of the institution or teaching institute.
- 3.4 The PT information concerning the start and planned end date, duration and scope of the PT, can also be modified on the request of the teaching institute. The institution will only honour such request after consultation with and the agreement of the student.
- 3.5 In case of an interim change in the PT information, this will be stated on the PT change sheet or the PT contract. The institution will send the new PT contract to the student in writing as soon as possible (and in the case a minor is involved, the contract will also be sent to his/her parent(s) or legal representative(s)) and to the teaching institute.
- 3.6 The student (and in the case of a minor, the parent(s) and/or legal representative(s)) and the teaching institute will be given the opportunity within 10 working days after the new PT contract has been sent to notify the institution in writing via overeenkomsten@stc-r.nl if the content of the new PT contract is not correct.
- 3.7 If the student or the teaching institute indicates that the modified PT information is not represented correctly (in accordance with the request or the agreement of the party not making the request), the institution will correct the PT information in question.
- 3.8 If the student or the teaching institute presents an objection that is related to the PT information being modified without such being based on a request or agreement, the institution will cancel the new PT contract. In this case the student will continue to follow the PT in the teaching institute as stated on the original PT contract, until the agreement of both parties is obtained.
- 3.9 If the student and/or the teaching institute does/do not respond within the time period set out in Article 3.7, the new PT contract will replace the previous PT contract.

4. Content and set-up

- 4.1 Practical training forms part of any vocational or professional study as referred to in the WEB. The practical training will be provided by a teaching institute acknowledged by the SBB on the basis of the PT contract. Agreements on the practical training will be laid down in the PT contract so that the student is able to gain the knowledge and experience necessary for the qualification/elective. The activities which the student carries out in the framework of the PT contract have a learning function.
- 4.2 The basic principle of the practical training is the educational and training goals that have been set for the study as these are described in the study's education and exam regulations (onderwijs- en examenregeling; OER). The practical training is based on a substantive plan for practical training that is included in the OER or to which reference is made in the OER. It should be clear to the teaching institute what part of the qualification the student must obtain during his/her PT. The OER can be downloaded from the institution's website. Electives form an integral part of the study on the basis of the revised qualification files. Following electives and concluding with an exam is a mandatory part of the study. Students choose electives at the start of the study or during the study. Students can opt for an elective that will be realised in the practical training. If this is the case, this will be registered on the PT contract or on an addendum. Several electives can be followed at one teaching institute, which may be in addition to a current PT contract.

5. Obligation (of endeavours) of the teaching institute

- 5.1 The teaching institute will enable the student to achieve the agreed teaching goals in order to achieve his/her PT. The teaching institute will see to sufficient daily supervision and training of the student on the work floor.
- 5.2 The teaching institute will appoint a PT course leader who will be charged with supervising the student during the PT. The student will know who the PT course leader is at the start of the PT. The details of the PT course leader can be found in the PT documents provided by the study.
- 5.3 The teaching institute states to be willing to make the assessment of the PT by an official of the institution possible in the teaching institute.
- 5.4 During the PT period the teaching institute will enable students to participate in the education that is offered by the institution in accordance with the applicable raster as well as tests or exams.
- 5.5 The teaching institute will provide students with the basic equipment that is necessary for the PT.

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6. Obligation (of endeavours) of the institution

- 6.1 The institution will ensure sufficient supervision by the PT supervisor. Students will know who their supervisor is at the start of the PT. The details of the PT supervisor can be found in the PT documents provided by the study.
- 6.2 The institution's PT supervisor follows the course of the PT by maintaining regular contact with the students and with the teaching institute's PT course supervisor and monitors the progress and the alignment of the student's learning objectives to the learning options available in the teaching institute.
- 6.3 The institute will publish the raster in time so that the student and the teaching institute can take it into account.
- 6.4 The institution has final responsibility in the assessment as to whether the student has achieved these components of the qualification which have been followed in the PT. The assessment procedure and the method of assessing the PT are described in the course's education and exam regulations (OER).
- 6.5 The institution will include the teaching institute's opinion on the student as part of the assessment of the student.

7. Obligation (of endeavours) of the student

- 7.1 The student will endeavour as best as possible to successfully complete his/her learning objectives within the agreed time period. This is before or at latest on the planned end date which is included in the PT contract. In particular the student is obliged to actually follow the PT, and to be present on the days and at the times agreed with the teaching institute, unless this cannot be demanded of him/her for significant reasons.
- 7.2 With regard to absence from the PT, the student is subject to the rules as these are applied by the teaching institute as well as the rules as these have been agreed in the student's articles of association.

8. Additional agreements with the student

- 8.1 The institution, the student and the teaching institute will make concrete agreements on the form and content of the PT.
- 8.2 These agreements will be included in the PT workbook.

9. Conduct rules, safety and liability

- 9.1 The student is obliged to observe the rules, regulations and instructions applicable within the teaching institute in the interest of order, safety and health. The teaching institute will inform the student about these rules before the start of the PT.
- 9.2 The student is subject to a duty of confidentiality with regard to any confidential information entrusted to him/her or what has become known to him/her in confidence or the confidential nature of which he/she should reasonably understand.
- 9.3 In accordance with the Dutch Occupational Health and Safety (Working Conditions) Act (Arbeidsomstandighedenwet), the teaching institute will take measures which are geared to the protection of the physical and mental safety of the student.
- 9.4 The teaching institute is liable for damage or loss which the student might suffer during or in connection with the PT, unless the teaching institute demonstrates that the obligations set out in Article 7:658(1) of the Dutch Civil Code have been performed, or that the damage or loss is to a significant degree the result of intent or wilful recklessness of the student.
- 9.5 The teaching institute is liable for the damage or loss that the student causes to the (property of the) teaching institute or to (the property of) third parties in the performance of his/her work during or in connection with the PT, unless there is intent or wilful recklessness of the student.
- 9.6 The institution is indemnified against damage or loss caused to the student, the teaching institute or third parties in the implementation of the PT.
- 9.7 The liability of the institution is in all cases limited to the conditions and the cover based thereon in the insurance taken out by the institution. This means that said liability is limited to the amount to be paid out by the institution's insurance company.

10. Problems and conflicts during the PT

- 10.1 In the event of problems or conflicts during the PT, the student will in the first instance turn to the PT course leader of the teaching institute and/or the PT supervisor 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 teaching institute had not performed or has insufficiently performed the agreements in this PT contract, the student can discuss the options in consultation with the institution's PT supervisor.
- 10.3 If the parties cannot resolve the matter through consultation, the student can file a complaint via the complaints procedure of the education institution. The procedure for filing a complaint can be found on the institution's website.
- 10.4 The teaching institute will take active measures which are geared to preventing or combatting forms of sexual harassment, discrimination, aggression or violence. In case of sexual harassment, discrimination, aggression and/or violence, the student has the right to immediately lay down the work without this being a reason for a negative assessment. The student must immediately report the work interruption to the PT course leader and the PT supervisor. If this is not possible, the student will only report the work interruption to the confidential counsellor of the teaching institute or the institution.
- 10.5 In accordance with the internship pact, it must be clear where the student can report internship discrimination or internship abuse at the institute, what the support and aftercare looks like and what steps the institution takes after a report has been made.
- 10.6 The institution will report large incidents and/or PT complaints which are structural in nature to SBB.

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11. Data exchange and privacy

- 11.1 The student has a right to inspect his/her own student file and in particular the PT data processed by the institution.
- 11.2 When exchanging data on the student, the institution and the teaching institute will act in compliance with the General Data Protection Regulation (GDPR). This means, inter alia, that they will treat the student's personal data carefully and that they will be transparent in this respect with regard to the student.

12. Duration and termination of the contract

- 12.1 The PT contract will enter into force after it is signed and will in principle be entered into for the duration of the PT period as stated in the PT contract.
- 12.2 This PT contract will automatically end:
 - a. At the time that the student has completed the agreed number of hours and has completed the PT with a positive assessment or in the event of an elective, if the student has completed the agreed number of hours and has completed the PT.
 - b. Due to the expiry of the planned end date as stated on the PT contract.
 - c. Due to the termination of the study by the student and/or institution.
 - d. Due to dissolution or due to loss of legal person status of the teaching institute or if the teaching institute ceases practising the vocation or profession referred to in the PT contract in the institute in question.
 - e. If the acknowledgement of the teaching institute as referred to in Article 7.2.9 of the WEB has expired or been revoked.
 - f. Upon the death of the student.The institution will confirm an automatic termination to the student and the teaching institute in writing.
- 12.3 The PT contract can be terminated in agreement between the institution, the student and the teaching institute.
- 12.4 The PT contract can be terminated (extrajudicially):
 - a. By the teaching institute if the student, despite explicit (repeated) warning, does not comply with conduct rules as referred to in Article 9.1 and 9.2 of these General Terms and Conditions.
 - b. By one of the parties if on the basis of significant circumstances it can no longer be reasonably demanded of this party to continue the PT contract.
 - c. By one of the parties if the institution, the student or the teaching institute does not perform the obligations imposed on him/her by law or in the PT contract.
 - d. By the student or the teaching institute, if the employment contract (if present) between the student and the teaching institute is terminated.
- 12.5 Written notice of termination is given by one of the parties on the basis of Article 12.4 to the other parties, stating the reason for termination.
- 12.6 Prior to a termination on the basis of Article 12.4 under c the party that does not perform its obligations is given the opportunity by the other parties to perform its obligations within a term of two weeks. Written notice of default is not necessary if performance is permanently impossible or if the party has already indicated it will no longer perform its obligations and setting a time limit would be redundant.

13. Substitute practice place

- 13.1 If the PT contract is terminated because the teaching institute does not comply with its obligations (the practice place is not available or is not available in full, the supervision is inadequate or lacking, the teaching institute is no longer in possession of a favourable assessment as referred to in Article 7.2.9 of the WEB or if there are other circumstances which entail that the PT can no longer take place properly), the institution will endeavour, after consultation with SBB, to bring about that an adequate substitute provision is made available to the student as quickly as possible.

14. Final Provision

- 14.1 In those cases not covered by the PT contract, the institution and the teaching institute will decide after consulting with the student.
- 14.2 If the matter concerns issues connected with SBB's responsibility, SBB will be involved in this consultation.