

PRACTICAL TRAINING (BPV) AGREEMENT

1. The participant:

Initials:

Full name:

Address:

Telephone:

Student number:

Gender:

Hereafter referred as: Student

2. The organisation offering practical training

Name of organisation:

Represented by:

Address:

Postcode and locality:

Telephone:

Name of
workplace trainer:

Email address:

hereafter referred as: Company

3. The educational institution:

The legal entity: STC Group

Based in: Rotterdam, Lloydstraat 300, 3024 EA

on behalf of the Board of Governors, duly represented

in this matter by: Mr. F.C. Gronsveld

4. Training Course

Training course:

Qualification level:

CREBO-code:

Educational

Specialisation:

External validation and qualification dossier: see education and examination regulations.

BPV commencing date:

Planned completion date:

Total hours of apprenticeship:

Whereas:

- The Act on Education and Vocational Training of 31 October 1995 (WEB), sections 7.2.8 and 7.2.9

containing provisions regarding to:

- o Apprenticeship, the formation of the Apprenticeship Agreement (BPV) and
- o Alternative location for fulfilling Apprenticeships

That education aspects of the apprenticeship are an integral part of any vocational training according to the WEB.

5. Signatures

The Terms and Conditions regarding the apprenticeship are considered as an integrated part of this agreement. Student and, if applicable, the representative of Student and Company declare at they have taken notice of the documents which are referred in this agreement and/or which have been enclosed as an appendix to this agreement.

Name of the participant:

Signature:

Date

And, in the event of a minor, the legal representative

Signature:

Date

Representative of the organisation offering practical training

Name:

Signature:

Date

Representative of the STC Group

Mr. F.C. Gronsveld

Signature:

Date

Terms to the apprenticeship agreement

Article 1: Starting date apprenticeship

1. The apprenticeship starts on the date stated in this agreement under 4: Training course.
2. After the agreement has been signed, both the apprentice and Company have a fourteen-day period for reconciling and to terminate the agreement without consequences. The notice of termination is in writing and is to be addressed to STC Group.

Article 2: Content of apprenticeship

1. the starting point of the apprenticeship are the end target and goals formulated in Student's training programme well as the Education and Examinations code of the Training Course.
2. During the apprenticeship the educational aims and goals are being laid down in the individual training book.
3. Company offering the apprenticeship to Student and STC Group organise the apprenticeship in such manner that the apprenticeship goals can be reached.
4. The company supervisor ensures adequate reception, introduction, placement and guidance of the apprentice within Company.
5. STC Group shall coordinate the apprenticeship and offers support if required.

Article 3: Assessment

1. STC Group shall have the ultimate responsibility in the assessment whether student has obtained his apprenticeship goals.
2. In its assessment STC Group will incorporate the verdict of Company regarding the student's performances during his apprenticeship.
3. The assessment procedure of the apprenticeship are described in the Education and Examination procedures of the Training Course.

Article 4: Participation in training programme and examinations provided by STC Group

1. Student is to follow the training program in house at STC Group in case this is provided.
2. Company will enable the trainee to participate in the lessons of the training program and the test or examinations of the course that take place during the apprenticeship period.
3. In case the student is not able to follow training sessions provided by STC Group because of distance and or/time constraints, additional agreements shall be made and added to this agreement prior to the start of the apprenticeship.

Article 5: Assessment of apprenticeship

Company declares that assessment of the student's apprenticeship may take place at the location where the apprenticeship takes place.

Article 6: Notification to branch organisations and tax authorities

Company shall register Student in the industrial insurance board and/or the tax authorities when required.

Article 7: Rules of conduct

Student shall be obliged to observe the rules, regulations and instructions given within Company in the interest of order, safety and health.

Article 8: Confidentiality

Student shall observe confidentiality of all that has been entrusted to him/her as confidential or that has come to his/her knowledge as secret or the confidential nature of which he/she must reasonably understand.

Article 9: Absence

1. To absence during the apprenticeship the provisions thereon contained in the educational agreement shall apply to the trainee.
2. The trainee shall also be obliged in case of absence to inform the industrial tutor forthwith thereof in accordance with the rules of the organization offering practical training.

Article 10: Problems and disputes arising during apprenticeship

1. In case of problems or disputes arising during the apprenticeship Student will turn initially to the company supervisor for a solution.
2. If in Student's opinion the problem or dispute has not been solved to student's satisfaction he/she may apply, whether or not in consultation with the company supervisor industrial tutor, to the STC Group for arbitration.

Article 11: Alternative apprenticeship

If it is to the opinion of STC Group and/or national Body for Professional Education (SBB) that the apprenticeship is not or not fully available, guidance is inadequate or lacking, Company no longer has a favourable rating (in terms of Section 7.2.10 of the Act on Education and Vocational Training of 31 October 1995 (WEB) or there are other circumstances that cause the apprenticeship inappropriate, STC Group and SBB will ensure that an adequate alternative apprenticeship is made available.

Article 12: Termination of the agreement

This agreement will terminate as a result of:

- a. The termination of the educational agreement between Student and the STC Group.
- b. The expiry of the period applying to this agreement as mentioned in section 4, Training Course.
- c. The cancellation of the employment contract between Company and Student, if applicable.
- d. Mutual agreement between Student, Company and STC Group, if agreed in writing.
- e. Written notification by STC Group or SBB to the parties if STC Group or SBB is convinced that according with subsection 2 of Section 7. 2. 9 or 7.2.10 of the Act on Education and Vocational Training (WEB) that the apprenticeship is considered substandard as mentioned in article 11.
- f. Death of Student.

Article 13: Extension of the agreement

Parties may agree to extend the apprenticeship, unless rules and regulations dictate otherwise. The extension and aim of the agreement is to the fulfil the individual training and examination program of the educational agreement.

Further arrangement shall be recorded in writing and shall be considered as part of this agreement.

Article 14: Liability of Company offering apprenticeships

Company accepts no liability for damage or injury Student may suffer during or in connection with the student's presence within Company, or in the performance of activities relating to the apprenticeship, except in the event that such damage or injury is due to gross negligence or intention of Company or its employees.

Article 15: Liability of STC Group

STC Group cannot be held liable for:

1. The financial risk of legal liability for loss or damage to Company or third parties, as well as financial risks of accidents during working and travelling hours.
2. The consequences for Company's operations as a result of cancellation of the apprenticeship agreement or cancellation of the employment contract.
3. For damage or loss Student suffers resulting from premature termination of this agreement based on Article 12 of this agreement. Termination of agreement, and loss or damage the trainee suffers by loss of employment as well as deviation from the career prospects as a result of (premature) termination of this agreement.
4. For theft, embezzlement, loss of and/or damage to Student's property or possessions.
5. For the consequences of physical or mental damage that may result from the implementation of the apprenticeship and the participation in examinations or tests.

Article 16: Final provision

1. In the cases not provided for in this agreement, the Board of directors of the STC Group will decide after consultation with the Student and Company.
2. This agreement shall exclusively be subject to the laws of the Netherlands.