

General Terms and Conditions

Article 1 – Purpose of the work-based training agreement

This agreement is about the rules for your work-based training (WBT). That is your internship. These General Terms and Conditions are part of the WBT sheet. They always go together.

Article 2 – Duration and number of hours of your WBT

1. The WBT sheet shows the start date, end date and number of hours of your internship.
2. The Education and Examination Regulations (EERs) show how many hours of training you need and when.

Article 3 – The content of your WBT

1. Plan for your WBT

The EERs describe the content of your internship (the tasks and goals that you need to achieve) or refer for specifics to other documents, like the WBT handbook.

2. Relation to the EERs

- A. During your internship, you will work on (parts of) your course, like the core job duties and elective components. The EERs tell you exactly which parts you will have to do and if they are for learning or your exam. You will find more details in WBT documents, like your WBT instruction, internship book or WBT handbook.
- B. You can find the EERs in MIA. You and the company will receive the WBT documents at the start of your internship. If you have not received them, you can ask your internship supervisor for them.

3. Supervision

- A. The company where you do your internship appoints a WBT supervisor. This company-based supervisor will help you during your internship. The company-based supervisor is sometimes called the practical trainer, workplace supervisor or learning coach.
- B. Your study career counsellor monitors your progress and is in regular contact with you and the company-based supervisor.

4. Assessment

- A. ROC Mondriaan assesses the way you performed the core job duties, work processes and elective components (and any assignments) during your internship.
- B. The EERs and maybe the WBT instruction tell you how you are assessed and if there are any exams.
- C. The assessment also takes into account the opinion of the company where you do your internship; the rules for this are in the EERs.
- D. You need to pass your internship to be able to obtain the diploma.

Article 4 – Interim alterations

1. Sometimes, the information on the WBT sheet (for example, the duration of the internship) needs to be changed or supplemented during your internship. This is only possible if everyone agrees: ROC Mondriaan, you and the company. You will then get a new WBT sheet. If you do not agree, you can file a complaint via klachten@rocmondriaan.nl.
2. ROC Mondriaan will send the adapted WBT sheet as soon as possible (by email or on paper) to you (and, if you are a minor, also to your parent or legal representative) and to the company.
3. You (or your parent or legal representative, if you are a minor) and the company will have 10 business days to let us know if something is wrong. If we do not hear from any of you, the new WBT sheet will replace the old one and become part of this WBT agreement.
4. You can request a new WBT sheet yourself if there is a change in your course. The company may ask for a new sheet if the start or end date of your internship changes.
5. You are responsible for your own student grant if anything changes in your studies. Ask for help from your student counsellor if you need assistance.

Article 5 – Parties' obligation to perform

Everyone must do their best to help you achieve your learning goals within the agreed time. This means that you are at the company at the agreed times, for instance, that the school supports you, and that the company trains and supervises you.

Article 6 – Attending school obligations

The company must make sure that you can attend classes, assessments and exams at school according to the timetable. On school days, you are either in class or doing your internship. You are off during the school holidays. If the company needs it, you can sometimes do your internship on other days.

Article 7 – The WBT assessment

The company agrees to help with the assessment of your learning and performance at the workplace.

Article 8 – Liability and insurances

1. According to the law (Dutch Civil Code), the company is liable for you in the same way as for any of its employees. This means the company is responsible if you have damages or get hurt during your internship, unless the company can prove that it did its legal duty, or if you caused the damage yourself on purpose or by carelessness. How this works exactly is explained in the law (Article 7:658, paragraph 1 of the Dutch Civil Code).
2. The company is responsible if you accidentally cause damage to the company or others during your internship. There can be exceptions. These are in the law (in Article 6:170 and Article 7:661 of the Dutch Civil Code).
3. ROC is not responsible for how good, safe or available the products or services are that you use during your internship.

Comments:

- A. Usually, the company's insurance covers these risks. Extra insurance may be needed for businesses of self-employed professionals without employees.
- B. Abroad, different rules apply to internships, insurance and liability. Always consult with the internship office/internship supervisor if you are doing an internship abroad. The general advice is to get your own liability, health and travel insurance for the time you stay abroad. You can find more information in MIA if you search 'internship abroad'.
- C. The school has limited insurance for liability and accidents for itself and the students. If there is any damage that your own insurance does not cover or does not cover sufficiently, you can contact the internship office for your course. See also Article 9, paragraph 2 below.

Article 9 – Rules for conduct and safety

1. You must follow the company's rules for order, safety and health. The company must let you know what these rules are.
2. The company must make sure that your workplace is safe and healthy, in accordance with the Working Conditions Act. ROC Mondriaan also watches over this. If you have any questions about this, you can ask the company or your study career counsellor.

Article 10 – Confidentiality, privacy and intellectual property

1. You and ROC Mondriaan must keep secret what you are told in confidence at the company, or what is clearly confidential.
2. ROC Mondriaan only gives the company the personal data it needs to supervise you properly. If it also needs your study progress information (your marks, for instance) to supervise you properly, the school will give it, but only if you clearly and voluntarily agree in writing beforehand. The company must keep this information confidential and may not use it for other purposes. The information must be destroyed within 12 months after your internship, unless there is a law that says otherwise.
3. All intellectual property rights (new ideas or inventions, for example) that you develop or help develop during your internship belong to the company. You may not violate the company's intellectual property rights, either during or after your internship.

Article 11 – Absence

The rules of the company and the rules on your certificate of enrolment at ROC Mondriaan apply if you are absent from your internship. The company must immediately report it to ROC Mondriaan if you are absent without a valid reason.

Article 12 – Problems and conflicts during the WBT

1. If you have any problems or conflicts during your internship, first contact your company-based supervisor and/or study career counsellor. You must first try to find a solution together.
2. If you are not satisfied with the solution, discuss it with your study career counsellor. If you do not agree with the solution or decision, you can contact the school director. If you do not agree with the school director's decision, you can file a complaint with the educational director or with the complaints desk via klachten@rocmondriaan.nl

Article 13 – Termination of the WBT agreement

The WBT agreement ends

1. if ROC Mondriaan, the student and the company all want it to end and confirm this in writing.
2. automatically, when
 - A. your enrolment at ROC Mondriaan comes to an end;
 - B. you have passed your internship (or your internship for an elective component);
 - C. the end date (on the WBT sheet) is reached;
 - D. your work permit or Certificate of Good Conduct (VOG) is not or no longer valid;
 - E. you leave the company prematurely;
 - F. the company closes down or no longer does the work or business stated in the WBT agreement;
 - G. the company is no longer recognised as an internship provider (or, formally, a WBT providing company) under the AVEA;
3. after a cancellation in writing (with reason), if
 - A. you do not follow the rules in Articles 5, 9 or 10, even after a warning;
 - B. there are very strong reasons why the agreement cannot continue anymore;
 - C. one of the parties does not follow the law or agreement;
 - D. the employment contract with the company ends.

A written warning is not needed if you already know you cannot keep the agreements or if you made it known that you do not want to cooperate anymore.

Article 14 – Substitute WBT workplace

If ROC Mondriaan or the SBB find out that the internship is not properly available, there is no supervision, the company is no longer recognised as an internship provider or there are other problems preventing a good internship, ROC Mondriaan and the SBB will try to find a suitable replacement workplace for you. You will also do everything you can to use this offer and actively help look for a new internship place yourself.

Article 15 – Problems due to sexual intimidation, discrimination, aggression and/or violence

1. The BPV company must take steps to prevent or tackle sexual harassment, discrimination, internship discrimination, aggression and violence.
2. If you experience sexual harassment, discrimination, aggression or violence, you have the right to quit your internship immediately; this will not have a negative impact on your assessment.
3. Report this immediately to your company-based supervisor and study career counsellor. If this is not possible, report it to the confidential counsellor of the company or school. Confidential counsellors' details are on MIA.

Article 16 – Foreign Nationals Employment, ID

1. If the law requires it, the company makes sure it has a copy of your valid ID.
2. The company checks that there are no legal problems in letting you do your internship (under the Foreign Nationals (Employment) Act, for instance).

Article 17 – Financial affairs

1. The company itself is responsible for applying for or receiving grants for work-based learning or other allowances. ROC Mondriaan is not responsible for this.
2. The company must repay the costs you paid for the internship, such as the charges for a Certificate of Good Conduct or travel expenses, unless the travel costs are paid in another way.
3. The company may give you an internship allowance and may make arrangements with you about money. If the collective labour agreement for your internship industry says that you have the right to compensation, you will receive it. If you have any problems or questions about this, you can ask your study career counsellor.

Article 18 – Dutch law

1. Dutch law applies to this agreement.
2. If there is a disagreement that goes to court, the court in The Hague will handle it.

Article 19 – Final stipulations

1. If something is not covered in this agreement, ROC Mondriaan will decide what happens. If the decision is also up to the SBB, the SBB will be involved.
2. You may make extra written agreements with the company (like a work contract or confidentiality agreement), as long as they do not go against the law, these General Terms and Conditions or the interests of ROC Mondriaan or your own as a student. An agreement that forbids you from working at the same or a similar company after your internship is not permitted.
3. This WBT Agreement and the General Terms and Conditions were adopted by the Executive Board of ROC Mondriaan after the approval of the Student Council on 31 March 2025.