



> FOR SOCIETY

GRADUATION TERMS AND CONDITIONS

COMMUNICATION



IN ECONOMICS, THE
MAJORITY IS ALWAYS
WRONG

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Article 1 Contract period, workplace and working hours

- 1.1 The student will work on the graduation assignment during the contracted period. The assignment can be done at the workplace of the Work Placement Provider or elsewhere, according to the agreement between the Work Placement Provider and the student

Article 2 Obligations of the Work Placement Provider

- 2.1 The Work Placement Provider must facilitate/ provide the student with all information, support and guidance necessary for proper implementation of the tasks, during the graduation assignment and while conducting representative functions (if applicable), while complying with the applicable workplace health and safety legislations.
- 2.2 The Work Placement Provider will make a workplace available to the student within the organisation, as well as the equipment and software necessary to carry out the assignment.
- 2.3 The Work Placement Provider will provide the student with the regulations, within the organisation, which apply to the student.
- 2.4 If there are doubts regarding the functioning of the student, the Work Placement supervisor will contact the Programme Supervisor on time.
- 2.5 The Work Placement Provider will provide the student space, within the terms of the work placement, to fulfil the obligations for attendance and to return to the study programme:
 - i. the opportunity to attend compulsory education and take examinations and/or tests, and
 - ii. to attend activities organised by Fontys or the Study Programme, irrespective of whether or not these are directly related to the education. The Study Programme will however, where possible, take into account the obligations of the student under this agreement, so that the student can meet these obligations to the maximum extent possible.
- 2.6 The Work Placement Provider will indemnify Fontys (FSBC) and the student against damages caused by the student, in the context of professional liability and/or business risk (so-called financial loss), consequential damage, etc.

Article 3 Reimbursement for the graduation assignment

- 3.1 The remuneration for the graduation assignment will be agreed upon by the student and the Work Placement Provider. The Work Placement Provider will pay the taxes and premiums for this remuneration in case it exceeds the expense reimbursement.

Article 4 Obligations of FSBC

- 4.1 FSBC is responsible for the supervision of the student from within the study programme. The Programme Supervisor (only) conducts interviews, if necessary, possibly at the work placement location, or otherwise at the location of the Study Programme.

- 4.2 FSBC will organise mandatory meetings, during the graduation assignment, for peer review.
- 4.3 The assessor of the study program and the graduation coach make the final formal assessment of all the graduation assignments, after taking note of the assessment of the Work Placement Provider.

Article 5 Obligations of the student

- 5.1 The student is obliged to perform the contracted tasks, in the context of the graduation assignment, carefully, following the rules of conduct, directions and regulations of the Work Place Provider and, above all , to avoid any unsafe acts.
- 5.2 The student will observe the regulations applicable to the work placement of which he has prior information. The student is obliged to take due care of all the items, materials etc. which the Work Placement Provider makes available or entrusts to him/ her with, in the context of the graduation assignment

Article 6 Intellectual Property (copyright), Liability and Confidentiality

- 6.1 The copyright for the end product achieved rests with the student, unless explicitly stated otherwise. The documents created by the student, in the context of the graduation assignment, may only be published, exhibited or used by Fontys or by the Work Placement Provider with the permission of the student. The student needs permission from Fontys if the name of Fontys is to appear in an external publication or wants to specify that he/she is studying at Fontys.
- 6.2 The student is obliged to keep classified and sensitive company information of the Work Place Provider confidential. This obligation will continue even after graduation. If desired, the graduation assignment can be published, under embargo, so that it only comes into the hands of the graduation coach and assessors. The Study Programme is legally obliged to keep a copy of the graduation work for seven years.
- 6.3 Pursuant to Section 6:170 of the Dutch Civil Code, the Work Placement Provider is liable for subordinates, in this case, also for the student. The Work Placement Provider must provide adequate business liability insurance.
- 6.4 Besides this, pursuant to Section 7:658, paragraph 4 of the Dutch Civil Code, the Work Placement Provider is liable for any harm or loss that the student may suffer during the work placement.
- 6.5 The Study Programme will ensure that all its students, who carry out an assignment, have adequate accident insurance and a business liability insurance.
- 6.6 Damage with and to (motor) vehicles is explicitly excluded from coverage under the business liability insurance of the Fontys Foundation. Owners of (motor) vehicles are responsible for adequate insurance.
- 6.7 The student is obliged to take out private liability insurance.

Article 7 Disputes

- 7.1 The student shall approach the Work Placement Provider first in the event of a dispute.
- 7.2 If the dispute cannot be resolved amicably between the Work Placement Provider and the student, it will be placed before the graduation coach, in order to try to find a solution acceptable to all parties.

Article 8 End and termination of the work placement

- 8.1 This agreement will end:
- after the period as referred to in article 1.1;
 - if the student's enrolment for the study programme ends;
 - if all the parties agree upon the termination of the work placement;
 - if the student expires;
 - in the event of bankruptcy, suspension of payment or dissolution of the company of Work Placement Provider.
- 8.2 After listening to the student and the graduation coach, the Work Placement Provider can terminate this agreement by giving written notice to the Study Programme:
- if the client can determine that the student does not fulfil the obligations arising from this agreement or does not fulfil them sufficiently, or
 - if such circumstances should arise that the client cannot reasonably be asked to continue with this agreement.
- 8.3 The Study Programme may terminate this agreement, after listening to the graduation coach, the student and the Work Placement Provider/supervisor, if the Study Programme determines that:
- the graduation assignment does not meet the educational objectives and/or the tasks laid down in this agreement, or
 - the Work Placement Provider does not or insufficiently fulfils the obligations arising from this agreement, or
 - If such circumstances should arise that the student or the Study Programme cannot reasonably be asked to continue the graduation assignment.
- The graduation coach will update the Work Placement Provider of the termination of the work placement.
- 8.4 If the Study Programme is of the opinion that the student does not fulfil his/her obligations under this agreement, the Study Programme will consult with the Work Placement Provider and the student, as soon as possible. As a result of this, the student will be offered a repair project. If no improvement is noticed in this project, the Study Programme may terminate this agreement.
- The graduation coach will inform the Work Placement Provider and the student of the termination of the work placement.

Article 9 General provisions

- 9.1 Deviation from the articles of this agreement is only possible if there is a subsequent written agreement between the graduation coach, the student and the Work Placement Provider.
- 9.2 Dutch law applies to this agreement
- 9.3 No rights can be derived from the headings of the articles in this agreement, by any of the parties. They are only for the purpose of readability.