



› FOR SOCIETY

WORK PLACEMENT AGREEMENT TERMS AND CONDITIONS

FONTYS UNIVERSITY
OF APPLIED SCIENCES

IN ECONOMICS, THE
MAJORITY IS ALWAYS
WRONG

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The terms and conditions under which the work placement will come into being are laid down below.

In the context of the work placement, a Student, or Students, will work on the work placement description formulated by the Work Placement Provider and approved by the Study Programme.

By participating in the work placement, the participants (Student(s), Work Placement Provider and Study Programme) declare that they agree to these terms and conditions.

1. Learning objectives of the work placement

The objective of this work placement is to have the Student(s) gain experience with the practical application of theoretical knowledge that they have already acquired, and also the acquisition of new knowledge and skills. The Work Placement Provider and the Study Programme will ensure that the Trainee is assigned tasks and responsibilities appropriate for the Trainee's level of competency and in line with the teaching objectives of the work placement. The agreement is not an employment contract.

2. Supervision

The Study Programme will appoint a Programme Supervisor who is responsible for supervising the student in the process and the Work Placement Provider will appoint a Supervisor who is responsible for supervision in the Work Placement Provider. If necessary or desired, supervisors can consult with each other. At the end of the work placement, the Student will draw up a report in accordance with the requirements made available to them by Fontys or, with the permission of the Fontys Programme Supervisor, by the Work Placement Provider before the commencement of the work placement. They will first submit this report to their supervisor from the Work Placement Provider, before presenting it to their supervisor from the Study Programme. The Work Placement Provider will offer an evaluation of the work placement to the Student, as well as written confirmation that the work placement has been implemented and completed.

3. Obligations of the Study Programme

The Study Programme will ensure that:

- a. the Student(s) is/are supervised by the Programme Supervisor;
- b. the necessary information is provided for the work placement to be carried out;
- c. the Programme Supervisor has at least two meetings with the Student(s) to discuss the performance of the Student(s), to mediate and – where necessary – put forward solutions to any problems;
- d. the final evaluation of the work placement, for which the Study Programme bears ultimate responsibility, takes place in consultation with the supervisor from the Work Placement Provider or after reading the report by the supervisor from the Work Placement Provider.

4. Obligations of the Work Placement Provider

The Work Placement Provider will ensure that:

- a. any facilities needed by the Student(s) to perform their tasks and to achieve the objectives set are provided in compliance with the applicable workplace health and safety legislation;
- b. the Student(s) is/are provided with copies of any rules or regulations within the organisation applicable to the Student(s);
- c. the Student(s) is/are provided with day-to-day supervision;
- d. the programme supervisor has access to the Work Placement Provider in order to be able to visit the Student(s);

- e. if there are any doubts as to the performance of the Student(s), the supervisor contacts the programme supervisor in a timely manner;
- f. the Student(s) is/are allowed the scope within the terms of the work placement to fulfil the obligations 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(s) under this agreement, so that the Student(s) can meet these obligations to the maximum extent possible.

5. Obligations of the Student(s)

- a. The Student(s) undertakes/undertake to carry out the tasks agreed for the work placement with due care and in doing so to observe the code of conduct, to follow any instructions and regulations of the Work Placement Provider and to avoid and prevent any unsafe act or action;
- b. The Student(s) will observe any rules or regulations applicable within the Work Placement Provider and which they have been informed of;
- c. The Student(s) undertakes/undertake to observe due care in respect of all matters, materials, etc. that have been entrusted to them or made available to them by the Work Placement Provider in the context of the work placement.
- d. The number of vacation days a student is entitled to is pro rata to the period of internship. The Student must apply for vacation days in advance, according to the rules applicable at the Work Placement Company and in line with their normal CAO agreements.

6. Confidentiality

- a. The data provided by the participating Work Placement Provider within the context of the work placement, as well as sensitive company information disclosed to the Student(s) and employees of Fontys in any way during the work placement, will be treated in strict confidence. The results obtained from research that have been/are generated in the context of the work placement that are disclosed within the framework of the work placement and that are known to be or can reasonably be assumed to be considered secret or confidential will also be treated in confidence;
- b. This obligation of confidentiality applies to the employees of Fontys, the Student(s) and the Work Placement Provider, as well as to any others who have access to or knowledge of the aforementioned information in any way by virtue of their position;
- c. To the extent applicable, all confidential documents relating to the work placement will be destroyed (in the case of digital versions) or returned to the Work Placement Provider after assessment. This is without prejudice to the possibility that the Student(s) can be assessed;
- d. This obligation of confidentiality will continue to apply even after the work placement has been completed.

7. Intellectual property (copyright)

Copyright on the work completed by the Student(s) in the framework of the work placement, such as a thesis or report, belongs to the Student(s). Fontys may use this work for publicity purposes and for inclusion in databases, unless the Work Placement Provider explicitly refuses permission for this practice.

8. Liability and Insurance

- a. By virtue of Section 6:170 of the Dutch Civil Code the Work Placement Provider is liable for third-party damage resulting from errors made by subordinates;
- b. 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 intern may suffer during the work placement. No unreasonably onerous provisions shall be stipulated in respect of the Student(s);
- c. The Work Placement Provider will arrange for adequate (business) liability insurance;
- d. Fontys will take care of accident insurance and liability insurance;
- e. The student(s) must have personal liability insurance and, if applicable, in the case of a work placement abroad, appropriate coverage through "Insure to Study" or similar insurance.

9. Disputes

Should any disputes arise between the parties, they will try to solve the disputes amicably.

10. End and termination of the work placement

The work placement will end:

- a. after the agreed period;
- b. when the enrolment of the Student(s) in the Study Programme ends;
- c. if all parties agree to the termination of the work placement;
- d. if the Student(s) dies/die;
- e. if the Work Placement Provider becomes insolvent, is granted a suspension of payment or is dissolved.
- f. in the event of circumstances that mean the Work Placement Provider cannot reasonably be expected to continue the work placement;
- g. if one of the parties fails to meet (to a satisfactory standard) the obligations set out in this agreement.

11. Applicable law

This agreement is governed by Dutch law.