

## TRAINEE AGREEMENT

The Parties to this agreement are:

Stichting Fontys, and its constituent part,

Educational institution	
Address	
Telephone	
E-mail	
Represented by ----- Hereinafter "the Educational Institution"	

And

Work placement provider	
Work placement address	
Telephone	
E-mail	
Represented by ----- Hereinafter "the Work Placement Provider"	

And

Surname ----- Hereinafter "the Trainee"	
First name	
Date of birth	
Place of birth	
Nationality	
Telephone	
E-mail	
Home address during work placement	
Student ID number	
Enrolled as a student in degree programme	

Subject internship

Orientating Internship  
Graduate Internship

Is a residence permit required?

Yes                      No

Has a copy of the passport of identity card attached?  
(Note: only to be included for international students)

Yes                      No

Whereas the parties wish to cooperate in the field of vocational training in the workplace,  
corresponding to the curriculum of the degree programme;

the following is agreed:



5. The Trainee is entitled to the number of leave days in proportion to the period of the work placement. The Trainee must make requests for leave in advance in accordance with the rules applicable at the Work Placement Provider.
6. The work placement allowance payable to the Trainee will be €            gross            per month per week.
7. The expenses allowance payable tot the Trainee will be €            gross            per month per week.
8. The travels costs allowance payable tot the Trainee will be €            gross            per month per week.

**Article 4            Obligations of the Educational Institution**

The Educational Institution will ensure that:

- a. the Trainee is 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 Trainee to discuss the Trainee's performance, to mediate and, where necessary, to help find solutions to problems;
- d. the final evaluation of the work placement, for which the Educational Institution has final responsibility, takes place in consultation with the work placement supervisor of after reading the work placement supervisor's report.

**Article 5            Obligations of the Work Placement Provider**

The Work Placement Provider will ensure that:

- a. any facilities needed by the Trainee to perform his/her duties and to achieve the set objectives are provided in compliance with the applicable workplace health and safety requirements;
- b. the Trainee is provided with copies of any rules or regulations within the organisation applicable to the Trainee;
- c. the Trainee is provided with with day-to-day supervision;
- d. the programme supervisor has access to the Work Placement Provider's organisation in order to visit the Trainee;
- e. if there are any doubts as to the Trainee's performance, the work placement supervisor will contact the programme supervisor in a timely manner;
- f. the Trainee has the scope within the terms of the trainee agreement to fulfil his/her obligation to return to the Educational Institution;
  - i. the opportunity to attend compulsory education and take exams and/or tests, and
  - ii. to attend activities organised by Fontys or the Educational Institution, irrespective of whether or not they are directly related to the education. The Educational Institution will, however, take account where possible of the Trainee's obligations under the trainee agreement, so that he/she can meet these obligations as far as possible.
- g. Any day (or half day) spent on Fontys activities will count as a work placement day (or half day).
- h. the Educational Institution and the Trainee are to be indemnified in respect of any loss or damage caused by the Trainee in the context of professional liability and/or business risk ("financial loss"), consequential damage, etc.

**Article 6            Obligations of the Trainee**

1. The Trainee undertakes to carry out the tasks agreed for the work placement carefully and to observe the rules of conduct and follow any instructions and regulations of the Work Placement Provider, and also to avoid and prevent any unsafe act or action.
2. The Trainee will observe any rules or regulations applicable within the Work Placement Provider and which he/she has been informed of.
3. The Trainee undertakes to observe due care in respect of all matters, materials, etc. which have been entrusted to them by the Work Placement Provider in the context of the work placement.

## **Article 7 Confidentiality**

The parties undertake to maintain the confidential nature of everything they come to know and/or anything which is evidently confidential, both during and after the end of the agreement.

## **Article 8 Social aspects**

1. The Work Placement Provider will ensure that:
  - a. any legal requirements relating to employment law and wage taxes are met;
  - b. the Trainee is covered by rules and regulations relating to privacy and inappropriate behaviour which are comparable to those in place at Stichting Fontys. If this is not the case, the Work Placement Provider declares in advance that it accepts the regulations applicable within Stichting Fontys.<sup>1</sup> The Work Placement Provider declares its acknowledgement of the rules and regulations applicable at Fontys.
2. The Work Placement Provider will protect the Trainee against every form of intimidation or discrimination in the workplace. The principal of equal opportunities will always prevail.

## **Article 9 Liability and insurance**

1. Under Book 6, Section 170 of the Dutch Civil Code, the Work Placement Provider bears liability for its subordinates, hence also for the Trainee. The Work Placement Provider will ensure that it has appropriate business liability insurance in place.
2. Under Book 7, Section 658(4) of the Dutch Civil Code, the Work Placement Provider is liable for any harm or loss that the Trainee may suffer during the work placement.
3. The Educational Institution will ensure that the following insurance cover is in place for all its students who take part in a work placement:
  - o Accident Insurance;
  - o Business Liability Insurance.
4. Loss or damage to (motor) vehicles is explicitly excluded from the cover provided by the Business Liability Insurance of the Educational Institution. Owners of (motor) vehicles are themselves responsible for adequate insurance cover.
5. The Trainee must have Personal Liability Insurance cover.

## **Article 10 Sickness and exceptional circumstances**

1. If the Trainee is unable to attend, he/she must inform the Work Placement Provider of this as soon as possible.
2. If the Trainee is unable to attend due to sickness and/or exceptional circumstances, as determined by the Educational Institution, consultations between the Work Placement Provider, the Trainee and the Educational Institution will decide how the work placement objectives as agreed in Article 1 can be met.

## **Article 11 Intellectual property**

1. Any copyright obtaining in the results achieved shall be the property of the work placement provider unless explicitly agreed otherwise.
2. The works made by the Trainee in the context of the work placement may only be published, exhibited or demonstrated by Fontys with the permission of the work placement provider.
3. The Trainee requires permission from Fontys if he/she mentions the name of Fontys or indicates that he/she is a student of Fontys in any external publication.
4. If the activities of the Trainee are carried out in the context of contracted activities of Fontys, the intellectual property will remain the property of Fontys during and after the end of the degree programme unless explicitly agreed otherwise.
5. Alternative arrangements apply in the case of patents. Legislation states that patent rights belong to the Work Placement Provider. The Trainee must comply with the establishment of any patent rights. Depending on the contribution of the Trainee, the Work Placement Provider will offer the Trainee reasonable remuneration.

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<sup>1</sup> Rules and regulations on privacy and inappropriate behaviour: <http://fontys.nl/regelingen>.

## **Article 12      Disputes**

In the event of a dispute, the Trainee will contact the work placement supervisor in the first instance. If the dispute cannot be settled amicably between the work placement supervisor and the Trainee, it will be submitted to the programme supervisor in order to reach a solution acceptable to all parties.

## **Article 13      Conclusion and termination of the work placement**

1. The work placement (and trainee agreement) ends:
  - a. following the period set out in Article 3, including any agreed additions;
  - b. when the enrolment of the Trainee as a student in the Educational Institution ends;
  - c. if all parties agree to the termination of the work placement;
  - d. on the death of the Trainee;
  - e. if the Work Placement Provider becomes insolvent, goes into receivership or is dissolved.
2. The Work Placement Provider may terminate this agreement, after consulting the Trainee and the programme supervisor, by giving written notice to the Educational Institution:
  - a. if the Work Placement Provider finds that the Trainee fails to meet (to a satisfactory standard) the obligations set out in this agreement, or
  - b. in the event of circumstances which mean the Work Placement Provider cannot reasonably be expected to continue the work placement.
3. The Educational Institution may terminate this agreement, after consulting the programme supervisor, the Trainee and the work placement supervisor, if it finds that:
  - a. the work placement does not offer the learning objectives and/or duties set out in this agreement, or
  - b. the Work Placement Provider fails to meet (to a satisfactory standard) the obligations set out in this agreement, or
  - c. in the event of circumstances which mean the Trainee or the Educational Institution cannot reasonably be expected to continue the work placement.

The programme supervisor will inform the work placement supervisor of the termination of the work placement.

4. If the Educational Institution believes that the Trainee is not meeting his obligations under the terms of this agreement, the Educational Institution will consult with the Work Placement Provider and the Trainee as soon as possible. Following this, the Trainee will be offered an opportunity to improve. If no improvement is made, the Educational Institution may terminate the agreement.

The programme supervisor will inform the work placement supervisor and the Trainee of the termination of the work placement.

**Article 14 Final stipulations**

1. Alternative arrangements other than as set out in this agreement are only possible after further written agreement between the programme supervisor, the Trainee and the work placement supervisor.
2. This agreement is governed by the laws of the Netherlands.
3. The headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

Made and signed in three authentic copies at Eindhoven on

Educational Institution

Work Placement Provider

Trainee

Appendices:

1. Note: where applicable