

## GENERAL TERMS AND CONDITIONS OF PRACTICAL TRAINING

### Article 1 – definitions

<i>Placement Provider:</i>	the natural or legal person with whom SintLucas has entered into a Placement Agreement.
<i>SintLucas:</i>	Stichting SintLucas.
<i>Teaching Times:</i>	teaching time in the meaning of the Higher Education Act.
<i>Parties:</i>	the parties to the Placement Agreement to be entered into.
<i>Placement Agreement:</i>	the agreement formed within the framework of the practical training between Placement Provider and SintLucas, also referred to as 'Placement'.
<i>SBB:</i>	Stichting Samenwerking Beroepsonderwijs Bedrijfsleven.
<i>Student:</i>	person enrolled at SintLucas and who has signed an education agreement.

### Article 2 – Applicability

- 2.1. These general terms and conditions shall apply to the Placement Agreement formed between Placement Provider and SintLucas.
- 2.2. The general terms and conditions used by the Placement Provider shall not apply.

### Article 3 – Formation of Placement Agreement

- 3.1. The Placement Agreement shall be formed after it has been signed by Placement Provider and SintLucas.
- 3.2. The Placement Agreement shall be entered into for a fixed term. The duration of the Placement Agreement shall always be stated in the Placement Agreement and shall depend on the programme followed by the Student.
- 3.3. The Placement Agreement may be amended in the interim with the written permission of SintLucas and Placement Provider.
- 3.4. The Placement Agreement may in any event be terminated prematurely if:
  - The Student terminates the education agreement with SintLucas prematurely;
  - The Student has transferred to another programme;
  - Despite warnings, the Student has failed to comply with the code of conduct of Placement Provider and/or SintLucas;
  - The accreditation by SBB is withdrawn for any reason what so ever;
  - There are compelling circumstances.
- 3.5. SintLucas shall have the right to dissolve or terminate the Placement Agreement with immediate effect without notice of default if the Placement Provider fails to comply with one or more of its obligations by virtue of the Placement Agreement and/or these general terms and conditions.
- 3.6. Rights and obligations arising from the Placement Agreement between Placement Provider and SintLucas, which due to their nature and content are intended to continue, such as for example but not limited to confidentiality, shall remain unaffected after termination of the Placement Agreement.

### Article 4 – SBB Certification and Supervision

- 4.1. SintLucas shall appoint a career development supervisor for the Student. This career development supervisor shall be the contact point of SintLucas for the Student.
- 4.2. Placement Provider shall appoint a training instructor who is responsible for the supervision of the Student within the framework of the Placement.
- 4.3. The Placement Provider shall comply with the conditions set by the SBB and is a SBB certified training company.
- 4.4. Both in and outside of teaching times Placement Provider shall be responsible and liable for the actions of the Student within the framework of execution of the Placement, even if no actual instructor of Placement Provider is present at the location where the Student is executing the placement.

- 4.5. Placement Provider shall indemnify SintLucas against claims by third parties as the result of the action of the Student within the framework of execution of the placement.

#### **Article 5 – Work environment**

- 5.1. Placement Provider shall be responsible for providing for the Student a safe workplace and work situation that complies with applicable [working conditions] legislation and regulations.
- 5.2. Placement Provider shall take appropriate measures against sexual intimidation, aggression or violence.
- 5.3. The regulations for attendance in force at Placement Provider shall also apply to the Student.

#### **Article 6 – Use of materials**

- 6.1. Placement Provider shall use the materials made available by or on behalf of SintLucas with the greatest possible care. In the case of loss of and/or damage to [parts of] the material provided by SintLucas, Placement Provider shall be bound to reimburse SintLucas for the damage arising from this.
- 6.2. Placement Provider shall be obliged to instruct the Student prior to use on the correct and safe use of the materials made available with the exception of materials made available by SintLucas. The term correct and safe use is used to mean in accordance with the instructions for use and taking account of the stipulated safety requirements.
- 6.3. Placement Provider shall be responsible for the suitability and reliability of the material that has been made available to the Student and/or SintLucas within the framework of execution of the Placement whether or not this material belongs to a third party. Placement Provider shall indemnify the Student and/or SintLucas against claims by third parties resulting from the use of unsuitable and/or unreliable material.

#### **Article 7– Liability**

- 7.1. Placement Provider shall be liable to SintLucas and/or the Student for damage suffered by the Student and/or SintLucas [both in and outside of teaching times] during or in connection with execution of the Placement, unless the damage is the result of intention or deliberate recklessness by the Student and/or SintLucas.
- 7.2. SintLucas and the Student shall not be liable for damage caused to the Placement Provider or third parties during or in connection with execution of the Placement, other than in the event of intention or deliberate recklessness by the Student and/or SintLucas.
- 7.3. In addition to the provisions in article 4.5. Placement Provider shall indemnify SintLucas and the Student against claims by third parties within the framework of execution of the Placement.
- 7.4. If despite the provisions in articles 7.1 to 7.3 the execution of the Placement by the Student and/or SintLucas results in a liability by SintLucas and/or the Student, the liability of SintLucas and/or the Student shall be limited to the amount that is paid out by the insurer in the case in question under the applicable liability insurance of SintLucas. This shall include the own risk that SintLucas shall bear in the case in question in connection with this liability insurance.
- 7.5. If the applicable liability insurance of SintLucas as referred to in article 7.4. does not provide cover, article 7.4. shall no longer be applicable but the other articles shall remain in full force.
- 7.6. Liability for indirect damage, including for example consequential loss, loss of profit, missed savings, loss of data, shall be excluded at all times.
- 7.7. Claims in connection with alleged liability of the Student and/or SintLucas must be submitted to SintLucas as soon as possible in writing and supported by reasons.

#### **Article 8- Insurance**

- 8.1. Placement Provider shall take out for the Student sufficient insurance for the liability of the Student, which insurance in any event – both in and outside of teaching times – shall provide cover for damage caused by the Student to property of Placement Provider or third parties and for the financial risk of accidents during work/placement and travel time.
- 8.2. The term property of third parties is used to mean property of Placement Provider and property of third parties under management of Placement Provider.

**Article 9 – Financial obligations**

- 9.1. Placement Provider may enter into financial agreements with SintLucas and/or the Student relating to placement or travel costs reimbursement, for example.
- 9.2. These agreements shall be laid down in the Placement Agreement.

**Article 10 – Intellectual property rights**

- 10.1. All intellectual property rights, including copyright, relating to all items provided and created by Placement Provider and all intellectual property rights that arise within the framework of execution of the Placement, shall be vested exclusively in Placement Provider and shall remain vested in Placement Provider with the exception of moral rights that the Copyright Act stipulates cannot be waived. SintLucas and/or the Student shall only acquire those rights that are explicitly granted to them under any agreement.
- 10.2. Contrary to the provision in article 10.1 SintLucas and the Student are permitted to use visual material of the created products and/or physical products for promotion in portfolio, education or external communication of SintLucas and the Student. Placement Provider shall grant a right of use for this to SintLucas and the Student.

**Article 11 – Confidentiality**

- 11.1. Both SintLucas and the Student are obliged to keep confidential that which is entrusted under confidentiality in the Placement or if this results from the nature of the information.

**Article 12 – Conflicts and competent court**

- 12.1. In the case of problems and/or [impending] conflicts SintLucas and/or the Student shall in the first instance contact Placement Provider and vice versa.
- 12.2. Parties shall make every effort in the case of an [impending] dispute to solve the [impending] dispute in mutual consultation.
- 12.3. If the effort stated in 12.2. does not solve the dispute, disputes in connection with or arising from the Placement Agreement shall exclusively be submitted to the competent Court East-Brabant.
- 12.4. Dutch law shall apply to these general terms and conditions.