

Saxion Work Placement Agreement

The Undersigned:

1. Stichting Saxion, having its registered office at Rijssen-Holten, in this matter duly represented pursuant to a power of attorney by Mrs Irene Rispen, head of the Hospitality Business School, hereinafter referred to as: “**Saxion**”; and
2. hereinafter referred to as: “**the organisation offering the work placement**”;

Name organisation: x
Address: x
Postal code and city: x x
Country: x
Telephone: x
Represented by: Mr x
Job title: x
Email address: x

3. **the student**

Name: x
Student number: x
Email address: x
Course: Tourism Management (English)
Type of internship: Operational internship
Address during internship (if other from home address known to us): same as home address
Postal code and city: same as home address
Country: same as home address
Telephone number during internship: x

hereinafter referred to (in male singular form) as: “**the student on work placement**”,

whereas:

- the purpose of this work placement is to have the student on work placement acquire experience with the practical application of the theoretical knowledge already acquired by the student, and to acquire new knowledge and skills;
- the organisation offering the work placement and Saxion ensure that the student on work placement is assigned tasks and responsibilities in accordance with the student's competence level and the educational objectives for the work placement period;
- this agreement is not an employment agreement in the sense of Section 7:610 Dutch Civil Code (BW) and has not been intended as such, either;
- the skills and knowledge to be acquired (educational objectives) are defined by the study counsellor appointed by Saxion;
- the responsibilities to realise the educational objectives are defined by the work placement supervisor from the organisation offering the work placement, in consultation with the study counsellor;
- the work placement supervisor will contact the study counsellor if any problems occur;
- at the end of the work placement, the student on work placement presents a report to the school providing the education and to the organisation offering the work placement;
- the requirements that the report must meet prior to the work placement, are known to the student on work placement as well as to the organisation offering the work placement;
- the organisation offering the work placement offers the student on work placement an evaluation of his work placement and a written confirmation that the programme has been carried out and completed.

declare to have agreed as follows:

Clause 1 Work placement arrangements

1. The organisation offering the work placement gives the student on work placement the opportunity to gain practical experience within its organisation in connection with his degree programme.

The work placement starts and ends on the following dates.

Start date: 12-02-2024

End date: 22-07-2024

The number of education/working days will be at least 90 days and at least 18 weeks. The education/working week amounts on average to 40 hours.

2. The organisation offering the work placement formulates the daily work scheme in consultation with the student on work placement. The student on work placement is entitled for attendance of obligatory school classes and other study-related meetings during and outside the working hours. Also the student on work placement will be offered the opportunity to work on assignments from Saxion. The number of hours for school assignments is determined in consultation with the study counsellor and work placement supervisor. Unless otherwise agreed, deviating periods will be established in mutual consultation.
3. The working hours for the student on work placement correspond to the working hours that apply to the department(s) where the student on work placement is placed, unless otherwise agreed and if such is not contrary to the relevant legislation in this context.
4. The tasks to be carried out by the student on work placement are described by the organisation offering the work placement, after consultation with Saxion, and communicated to the student on work placement (and Saxion).
5. The student on work placement is entitled to holiday and leave in accordance with the rules applicable at the organisation offering the work placement
6. Taking up special leave is only possible with the permission of both the work placement supervisor and the study counsellor.
7. The student on work placement will observe all schemes, including codes of conduct, of the organisation offering the work placement.
8. The organisation offering the work placement provides the student on work placement with the necessary facilities to carry out his tasks and realise the objectives formulated.
9. The student on work placement is deemed to observe secrecy with regard to that which is confided to him under secrecy during the work placement or the confidential nature of which he should understand. In so far as information is confidential but essential for the assessment by the school, the organisation offering the work placement will allow inspection to Saxion under the condition of secrecy.
10. The copyright with regard to the results achieved lies with the student on work placement, unless explicitly stipulated otherwise. The other intellectual property rights with regard to the results achieved lie with the organisation offering the work placement, unless explicitly determined otherwise. Both the student on work placement and Saxion may use the results for educational and research purposes without the permission of the organisation offering the work placement being required.
11. The written report will be offered to the work placement supervisor before being presented to the study counsellor.

Clause 2 Allowance

The student on work placement is not entitled to any remuneration. An entitlement to travel allowance and/or cost allowance only exists if the intern has arranged this with the organisation offering the work placement.

In this situation the student on work placement is entitled to the agreed amount of 100 euro gross per week and/or a travel allowance of .

Board & lodging: Yes

Clause 3 Social protection/insurance in respect of work placements within the Netherlands

1. The organisation offering the work placement will protect the student on work placement against any form of intimidation or discrimination at the workplace. The equal rights principle will have priority at all times.
2. In accordance with the provisions of Section 7:658 paragraph 4 Dutch Civil Code the organisation offering the work placement is liable for any injury or damage suffered by the student on work placement during the work placement.
3. The organisation offering the work placement ensures that insurance is taken out for accidents and liability under Dutch law.
4. The insurance taken out by Saxion has a secondary nature, and will therefore at all times be supplementary to the insurance policy or policies taken out by the organisation offering the work placement itself. This secondary third-party insurance as taken out by Saxion has an excess per event (€250), which will be charged by Saxion to the organisation offering the work placement. In addition, the student on work placement will be responsible for taking out a Personal Liability Insurance.
5. Students with a non-EU nationality, starting their internship in The Netherlands and receiving an allowance more than the Dutch minimum wage per month are obliged to arrange a basic health care insurance with a Dutch insurance company. (check the following website: <https://www.svb.nl/en/the-wlz-scheme/insurance-under-the-wlz-scheme/you-work-in-the-netherlands>).

Do you have a Non-EU nationality? No

Clause 4 Social protection/insurance in respect of work placements outside the Netherlands

1. The organisation offering the work placement will protect the student on work placement against any form of intimidation or discrimination in the workplace. The equal rights principle will have priority at all times.
2. The organisation offering the work placement is liable for any injury or damage suffered by the student on work placement during the work placement.
3. The student on work placement is responsible for taking out an insurance (a so-called IPS insurance) for accidents and liability under Dutch law.

Liability insurance: The traineeship company provides this insurance

Accident insurance: The traineeship company provides this insurance

Clause 5 Disputes

The student on work placement will approach the work placement supervisor of the organisation offering the work placement first in the event of a dispute. If the dispute cannot be settled amicably between the work placement supervisor and the student on work placement, it will be submitted to the study counsellor in order to attempt to find a solution acceptable to all parties.

Clause 6 Absenteeism due to illness and special circumstances

1. The student on work placement himself is required to report absenteeism due to illness and recovery, in accordance with the rules applicable at the organisation offering the work placement. The student on work placement must also inform the study counsellor forthwith of the report of absenteeism due to illness and recovery.
2. If absenteeism is involved due to other circumstances than illness, the student on work placement will report this forthwith to the work placement supervisor and the study counsellor.
3. If the student on work placement during the work placement at the organisation offering the work placement is unable to meet his obligations due to illness and/or other circumstances, in consultation with all parties it needs to be determined how the student on work placement can successfully complete the work placement as yet, and/or whether extension is necessary.

Clause 7 Termination and cancellation of the work placement

1. The work placement ends by operation of law:
 - after the period as referred to in clause 1 paragraph 1 of this agreement has expired;
 - when the degree programme at Saxion of the student on work placement is terminated;
 - if all parties agree to termination of the work placement;
 - if the student on work placement dies;
 - in the event of bankruptcy or dissolution of the organisation offering the work placement.
2. The organisation offering the work placement may terminate this agreement (prematurely) after the student on work placement and the study counsellor have been heard:
 - if the work placement supervisor establishes that the student on work placement fails to act upon the schemes and arrangements of the organisation offering the work placement or the instructions of the work placement supervisor;
 - when the student on work placement fails to observe the agreements with regard to secrecy as referred to in clause 1 paragraph 10 of this agreement;
 - when the student on work placement acts in such a way that the organisation offering the work placement cannot reasonably be required to accept this conduct. The work placement supervisor informs the study counsellor of any termination of the work placement.
3. Saxion may terminate this agreement (prematurely), after the study counsellor, the student on work placement and the work placement supervisor have been heard, if Saxion establishes that the work placement does not meet the educational objectives and/or the tasks laid down in this agreement, or if the student on work placement cannot reasonably be expected to continue the work placement. The study counsellor informs the work placement supervisor of each termination of the work placement.
4. The intern can never hold Saxion liable for the damage he/she suffers as a result of delay, cancellation or premature termination of the internship, if the cause of the delay or premature termination cannot be attributed to Saxion.

Clause 8 General stipulations

1. Any deviations from the clauses in this agreement are only allowed if they take place on the basis of a further written agreement between the study counsellor, the student on work placement and the work placement supervisor, provided there is a mandate to this end by the signatories to this agreement.
2. This agreement is governed by Dutch law.

Agreed and drawn up in triplicate and signed at Enschede/Deventer/Apeldoorn,

on 06-12-2023

on behalf of Saxion,

Irene Rispens
Hospitality Business School
Read and agreed Saxion o.b.

Nita de Winter

on behalf of the internship organization,
Mr x

on behalf of the student,
x
Student intern

Contact details in case of emergency

Contact person (first and last name): x

Relationship to the student on the work placement: x

Address: x

Postal code and city: x x

Country: x

Telephone: x

Email address: x