

Disclaimer:

This is an unofficial translation of the *Onderwijsovereenkomst* of ROC Mondriaan. In all legal matters, the Dutch original version applies.

EDUCATION AGREEMENT VOCATIONAL EDUCATION (*Onderwijsovereenkomst beroepsonderwijs*)

Agreement number :

We, the undersigned

1. Participant

participant code

name

date of birth

address

postcode and city

hereinafter

the student

2. Educational institution

the legal entity

established in

hereinafter

ROC Mondriaan

in this matter legally represented by:

name/position

Domain

Chair of domain management

Declare having agreed the following:**Article 1 Course details**

ROC Mondriaan, «**m3col_naam**», enables the student to follow all of the courses related to the enrolment. This pertains to courses in accordance with the Teaching and Examination Regulations (*Onderwijs- en Examenreglement*). The guidelines of the courses are the nationally established objectives pertaining to the program.

Crebocode¹

Naam courses/program

Learning track

Level

Study load²

Program variant

Starting date

End date

ROC Mondriaan also enables the student to follow additional courses if agreed as described in annex 1. Based on skills acquired elsewhere, the student is (partially) exempt from examinations as described in annex 2.

¹ Crebocode is a registration number used by the Ministry of Education, Culture and Science.

² Normative study load/ study load hours including the scope of the Vocational Training (*Beroepspraktijkvorming, BPV*).

ARTICLE 2 General

1. The Participant Charter (*Deelnemersstatuut*) is an inextricable part of this agreement. The Participant Charter includes provisions on study and career counseling, suspension and dismissal, attendance and absence and Complaints Regulations.
2. ROC Mondriaan's courses shall meet the requirements of the Teaching and Examination Regulations, the Participant Charter and the Central Examination Regulations (*Centraal Examenreglement*). ROC Mondriaan provides sufficient facilities necessary for students to follow courses properly. These include appropriate study counseling, a workable schedule, proper facilities, timely information on schedules and locations. ROC Mondriaan shall also prevent cancellation of educational activities.

The student shall comply with the stipulations of this agreement and the Participant Charter, as well as the stipulations of:

- the registration conditions³
- the Teaching and Examination Regulations
- the Central Examination Regulations³
- the e-mail and internet code of conduct³
- the Rules of Procedure of the Appeals Committee for the Examinations and the Disputes Committee (*reglement van orde van de commissie van beroep voor de examens en de geschillencommissie*)³

ARTICLE 3 Vocational training

1. Vocational training is part of the courses. Parties conclude an agreement with the company or organization which organizes the training. The board of the Vocational Education and Industry Knowledge Center (*Kenniscentrum beroepsonderwijs bedrijfsleven, KBB*), co-signs this agreement (pertains only to work-based learning track (*beroepsbegeleidende leerweg, BBL*))
2. ROC Mondriaan promotes the vocational training the student must take.

ARTICLE 4 ROC Mondriaan Liability

1. Should ROC Mondriaan not meet its obligations, the student may enter an appeal. The complaints procedure is described in the Participant Charter (art. 8) and the Rules of Procedure of the Appeals Committee for the Examinations and the Disputes Committee.
In case of gross negligence, the student may claim damages equal to the expenses borne by the student in the amount of the tuition paid for the current academic year, and, if applicable, the charges for additional training as agreed upon.
2. In case of non-observance of this agreement due to termination of course funding by the Ministry of Education, Culture and Science, ROC Mondriaan's liability is limited to damages. The maximum amount of these damages is € 1000,-.
3. ROC Mondriaan is not liable for consequences of termination of this agreement as a result of final dismissal of the student or as a result of other causes for which the student can be held liable.
4. ROC Mondriaan is not liable for theft, embezzlement, loss or damages to the student's possessions.
5. ROC Mondriaan limits all liability, regardless of whether this is forthcoming out of this agreement or any other basis, to the amount for which ROC Mondriaan is insured. Liability for indirect damages is excluded at all times.

³ These regulations are available at ROC Mondriaan's website (www.rocmondriaan.nl)

ARTICLE 5 Student liability

1. Should the student fail to meet the obligations or terminate this agreement unilaterally, the following measures may be taken by the Chair of Domain Management:
 - obligation for the student to pay the charges for additional courses that were agreed upon (see annex 2 of this agreement)
 - disciplinary action (as mentioned in article 7 of the Participant Charter)

ARTICLE 6 Additions, changes and termination agreement

1. This agreement may be changed and/or supplemented in the interim, provided both parties agree.
2. This agreement terminates:
 - when the agreed term mentioned in article 1 expires
 - by obtaining the diploma subject to the agreement
 - by dismissal of the student from the courses as a disciplinary action⁴
 - by termination of the courses following a binding study recommendation⁵
 - on the student's death
 - by annulment based on a legal obligation
 - or by mutual consent between ROC Mondriaan and the student
3. Should this agreement be terminated in the interim, the tuition paid will not be refunded. Should these costs have not yet been paid, they must still be paid.

ARTICLE 7 Final clause

1. The Chair of Domain Management makes the decisions in unforeseen cases not covered in this agreement, after consulting the student.
2. This agreement has been approved by the Participation Council.

Agreed accordingly, drawn up and signed in duplicate

(On behalf of) Chair of Domain Management ROC Mondriaan:	The student party to the agreement:	The legal representative of a student underage:
Name: _____ Position : _____		

place and date

⁴ See Participant Charter (article 7) on procedures to be followed pertaining to dismissal of the participant from the courses

⁵ See Participant Charter (article 3) on procedures to be followed pertaining to ending the courses after a binding study recommendation

Annex 1. Additional programs

To enhance the study results, ROC Mondriaan enables the student to take part in additional educational activities of the following nature and under the following conditions:

<<Selectie uit Domein-eigen lijst>>

Annex 2. Exemptions

Based on skills acquired elsewhere, the student is exempt from the following:

<<Selectie uit Domein-eigen lijst>>