**TRAINEE AGREEMENT**

The Parties to this agreement are:

Stichting Fontys, and its constituent part,

Educational institution Fontys university of applied science

Address Rachelsmolen, Rachelsmolen 1, 5612 MA Eindhoven

Telephone 0885080000

E-mail

duly represented by …………………………………………… , hereinafter "the Educational Institution"

and

Work placement provider GameHouse Europe BV

Work placement address Emmasingel 20, 5611 AZ Eindhoven

Telephone [040 239 1370](javascript:void(0))

E-mail ………………………………………

represented by ……………………………………………. ,

hereinafter "the Work Placement Provider"

and

Surname Roshan

First name Armin

Date of birth 05/24/1990

Place of birth Iran

Nationality Iranian

Is a residence permit required? *Yes*

Has a copy of the passport or identity card been attached? *Yes*

*Note: only to be included for international students.*

Telephone (+31) 628 29 25 78

E-mail a.roshan@student.fontys.nl

Home address during work placement Geststraat 68, 6511 HR. Eindhoven

Home telephone (+98) 21 44255423

Student ID number nlD96155831

Enrolled as a student

in degree programme ICT-software

hereinafter "the Trainee".

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:

**Article 1**  **Learning objectives and duties during the work placement**

1. The objective of the work placement is to give the Trainee experience with the practical application of theoretical knowledge that he/she has already acquired, and also to acquire new knowledge and skills. An extensive description of the objective is provided in […..…]

*Note: e.g. the work placement handbook, guide to work placements, etc.*  
The Work Placement Provider has already received a copy of this and is aware of its contents.   
The Work Placement Provider and the Educational Institution will ensure that the Trainee is assigned duties and responsibilities appropriate for the Trainee's level of competency and in line with the learning objectives of the work placement period. This agreement does not therefore constitute an employment agreement.

1. During the work placement, the Trainee will work on the following learning objectives: [ Research, AngularJS, testing, user interface, Frontend framwork, AngularJS, Angular 2, HTML, CSS, backend frameworks (Spring boots), Java, APIs, Agile, Kanban tranning, Communication.]
2. In the context of his work programme, the Trainee will have the following duties:

[ productive, commited, able to communicate effectivly, learning abilities]

**Article 2** **Supervision and evaluation**

1. The Educational Institution will appoint a programme supervisor responsible for the work placement, and the Work Placement Provider will appoint a work placement supervisor. If necessary or desirable, the work placement supervisor may seek contact with the programme supervisor.
2. At the end of the work placement, the Trainee will write a report in line with the requirements made available to him/her prior to the start of work placement. He/she will first submit this report to his work placement supervisor, before presenting it to the programme supervisor.
3. The Work Placement Provider will offer the Trainee an evaluation of his/her work placement, and will also provide written confirmation that the work programme was carried out and completed.
4. The programme supervisor appointed by the Educational Institution is:

Programme supervisor's name Li.li, L

Telephone 0885079556

E-mail Li.li@fontys.nl

1. The work placement supervisor appointed by the Work Placement Provider is:

Work placement supervisor's name Ellya Aisyah

Telephone +31 61 85 25 002

E-mail ellya@gamehouse.com

**Article 3**  **Terms of the work placement**

1. The number of study credits (ECTS) available for the work placement is […]

*Or: The work placement is equivalent to […..] study load hours/clock hours.*

1. The work placement activities will take place in the period 6/feb/2017 to 30/june/2017, with the exception of days (or half days) on which the Work Placement Provider is closed for work.
2. If, due to circumstances, this period is not viable, the parties will consult to agree an alternative or additional period.
3. The daily work timetable of the Work Placement Provider will also be applicable to the Trainee. The minimum number of hours of the work placement per week will be: 40
4. 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.
5. The work placement allowance payable to the Trainee will be €[…..] gross *per month/per week*.
6. The expenses allowance payable to the Trainee will be €[…..] gross *per month/per week*.
7. The travels costs allowance payable to the Trainee will be €[…..] gross *per month/per week*.

**Article 4** **Obligations of the Educational Institution**

The Educational Institution will ensure that:

1. the Trainee is supervised by the programme supervisor;
2. the necessary information is provided for the work placement to be carried out;
3. 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;
4. 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:

1. 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;
2. the Trainee is provided with copies of any rules or regulations within the organisation applicable to the Trainee;
3. the Trainee is provided with with day-to-day supervision;
4. the programme supervisor has access to the Work Placement Provider's organisation in order to visit the Trainee;
5. if there are any doubts as to the Trainee's performance, the work placement supervisor will contact the programme supervisor in a timely manner;
6. the Trainee has the scope within the terms of the trainee agreement to fulfil his/her obligation to return to the Educational Institution;
   1. the opportunity to attend compulsory education and take exams and/or tests, and
   2. 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.
7. Any day (or half day) spent on Fontys activities will count as a work placement day (or half day).
8. 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:
   1. any legal requirements relating to employment law and wage taxes are met;
   2. 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.[[1]](#footnote-1) 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:
   * Accident Insurance;
   * 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 Trainee 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 Trainee. Any substantial net proceeds shall be divided equally between the Trainee and Fontys.
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. Where appropriate, Fontys may use the work for educational or public relations purposes without financial consideration.
5. 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.
6. 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.

**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:
   1. following the period set out in Article 3, including any agreed additions;
   2. when the enrolment of the Trainee as a student in the Educational Institution ends;
   3. if all parties agree to the termination of the work placement;
   4. on the death of the Trainee;
   5. 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:
   1. if the Work Placement Provider finds that the Trainee fails to meet (to a satisfactory standard) the obligations set out in this agreement, or
   2. 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:
   1. the work placement does not offer the learning objectives and/or duties set out in this agreement, or
   2. the Work Placement Provider fails to meet (to a satisfactory standard) the obligations set out in this agreement, or
   3. 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.

1. 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.*

1. Rules and regulations on privacy and inappropriate behaviour: <http://fontys.nl/regelingen>. [↑](#footnote-ref-1)