

MODEL Traineeship contract for trainee dancers and actors

The undersigned:

1. The Traineeship Provider

Name of organisation : _____
Address : _____
Postcode and town : _____
Country : _____
Represented by : _____
Representative's position : _____
Representative's e-mail : _____

Trainee supervisor's name : _____
Trainee supervisor's e-mail : _____

2. The Educational Institution

Name of Educational Institution : _____
Address : _____
Postcode and town : _____
Country : _____
Represented by : _____
Representative's position : _____
Representative's e-mail : _____

Trainee supervisor's name : _____
Trainee supervisor's e-mail : _____

3. The Trainee

Trainee's name : _____
Address : _____
Postcode and town : _____
Telephone number : _____
E-mail : _____
Course of study : _____
IBAN

The persons named under 1 and 2 must be legal representatives.

Agree as follows:

1. The traineeship

- 1.1 The Trainee will do a traineeship with the Traineeship Provider from _____ to _____.
- 1.2 In principle, a regular working day starts at _____ and ends at _____. Irregular working hours will often apply, particularly during dress rehearsal weeks and touring periods. Schedules will be announced in accordance with Article 4.1 CAO for Drama and Dance.
- 1.3 The Trainee will cooperate fully on everything that is important for a successful

traineeship.

- 1.4 The traineeship is aimed at gaining experience in a variety of work situations, offering training in specific aspects of the profession and becoming accustomed to the working process. The Traineeship Provider will make every effort to realise these aims.
- 1.5 Wherever possible, the Traineeship Provider will enable the Trainee to gain practical work experience, and will offer the Trainee the following possibilities:
 - 1.5.1 in agreement, to audition for other companies;
 - 1.5.2 in agreement, to take part in other activities that are arranged beforehand;
 - 1.5.3 to take part in rehearsals and to learn the repertoire, in agreement with the company's artistic director/stage director/choreographer;
 - 1.5.4 to gain performing experience in the company's production, in agreement with the company's artistic director/stage director/choreographer;
 - 1.5.5 to take part in activities and rehearsals and appear in performances (incl. tour) in the production _____.
- 1.6 The Traineeship Provider will give the Trainee the opportunity to take part in review days and compulsory modules of the Educational Institution's programme. These are planned on:
-----.
- 1.7 A work or rehearsal schedule (including staging days), a try-out and premiere schedule and/or performance schedule, insofar as known, are included with the contract as appendices. Parties take cognisance of them beforehand, identify and discuss any problems, and come up with solutions.
- 1.8 If the Traineeship Provider wishes to make changes to the schedule and/or content of the traineeship, these changes are discussed with the Trainee; if it concerns very radical changes, the Educational Institution must agree to them.
- 1.9 If the Trainee has to be available for the full working hours (38 or 40 hours per week), the Trainee will not carry out any work for third parties during the traineeship period without prior written permission from the Traineeship Provider.
- 1.10 (Optional) On successful completion of the traineeship, the Trainee will receive ---- credits.

2. Supervision

- 2.1 The Trainee will carry out the traineeship to the best of their ability. Should the Trainee's performance be considered inadequate, the Traineeship Provider will contact the Trainee and the supervisor from the Educational Institution in good time, so that the Trainee has the chance to improve.
- 2.2 The Traineeship Provider will supervise the Trainee properly throughout the traineeship. This supervision consists of ----- . The Traineeship Provider's supervisor will familiarise the Trainee with the organisation and discuss the progress of the traineeship with the Trainee in good time. The Traineeship Provider's supervisor will always inform the Educational Institution of any changes to the company's traineeship agreements. The Traineeship Provider will facilitate visits to the Trainee from the Educational Institution during the traineeship.
- 2.3 The Educational Institution will supervise the Trainee properly, in order to make a success of the traineeship. The supervisor from the Educational Institution will maintain regular contact with the Trainee and with the Traineeship Provider's supervisor about the progress of the traineeship. The Educational Institution will facilitate visits to the Trainee from the Traineeship Provider during the traineeship.

3. Remuneration

- 3.1 During the traineeship, the Trainee will receive a fee of € _____ (minimum in accordance with the traineeship fee in the CAO for Drama and Dance) gross per month, to be transferred to the Trainee's IBAN account;
- 3.2 Unless the Traineeship Provider provides transport, the Trainee will be reimbursed for the travelling expenses incurred as part of the traineeship and at the request of the company, on the basis of second-class public transport at a 40% discount, unless the Trainee possesses a student travel card for public transport;
- 3.3 Accommodation expenses (séjour) are reimbursed in accordance with the accommodation expenses allowance applicable to the company;
- 3.4 If an overnight stay is necessary after working in the evening or at distance, the Traineeship Provider arranges the overnight accommodation and reimburses the expenses for it. This is applicable if it is not possible for the Trainee to travel back to their place of residence.

4. Leave and absenteeism

The Trainee will adhere to the Traineeship Provider's leave and working hours regulations. If the Trainee falls ill, they must report this (including their recovery) to the Traineeship Provider as soon as possible, by ___ on the first day of illness at the latest. The Trainee must also report their illness to the Educational Institution.

5. Liability and insurance

- 5.1 The Traineeship Provider is liable for damage caused by the Trainee, unless it was caused by wilful act or deliberate negligence on the part of the Trainee.
- 5.2 Independent of Article 5.1, the Educational Institution has supplementary insurance and has taken out accident insurance for this purpose.
- 5.3 Independent of Article 5.1, the Educational Institution has supplementary insurance for the eventuality that the Trainee causes damage to the Traineeship Provider or a third party, and has taken out liability insurance for this purpose. The following principles are applicable:
 - 5.3.1 Damage caused by or with motor vehicles of whatever sort is excluded.
 - 5.3.2 Any deductible in the policy is borne by the Trainee.
 - 5.3.3 Any damage must be reported by the Trainee as soon as possible, within 24 hours, to the supervisor from the Educational Institution.
 - 5.3.4 The Trainee is not authorised to admit liability or to negotiate a settlement.
- 5.4 If the traineeship takes place abroad and/or with a foreign company, the Educational Institution is not insured for this. The Trainee can take out their own supplementary foreign insurance for this. If the Trainee goes abroad, the Educational Institution holds no liability whatsoever.

6. No contract of employment

Parties expressly agree that by concluding this traineeship contract they are not concluding a contract of employment as referred to in Article 7:610 of the Dutch Civil Code and that neither do they wish to do so.

7. Processing personal data

- 7.1 By signing this contract, the Trainee agrees to the provision of their personal data to <

fill in: company name > in connection with the implementation of < ... fill in, e.g. collective insurance >.

7.2 The Traineeship Provider will manage the personal data in accordance with the GDPR privacy law. The Trainee has right of access to their personal data at all times.

8. Use of visual material

8.1 By signing this contract, the Trainee gives the Traineeship Provider permission to use visual material on which the Trainee is recognisable for marketing and communication purposes on social media, the company website and company printed material.

Permission to tag the Trainee is requested for each production.

8.2 The Traineeship Provider is entitled to record the performance in which the Trainee appears, on video/film/photo, for their own publication and for public distribution. By signing this contract, the Trainee gives the Traineeship Provider permission to use the visual material on video/film/photo, royalty-free, for public presentation and/or broadcast, for a maximum duration of 3 minutes.

9. Confidentiality

Both during and after the traineeship period, the Trainee will deal carefully with data of a confidential nature and not disclose such data.

10. Traineeship report

The Traineeship Provider will receive a draft version of any traineeship report to be made by the Trainee and correct any factual errors in it.

11. Premature termination

If one of the parties wishes to terminate this traineeship contract prematurely, due to exceptional reasons, a one-month period of notice will apply. The termination must take place in writing.

12. Social safety

Parties will implement the Social Safety for Performing Arts Foundation Policy Framework, as published [here](#).

The Traineeship Provider has appointed: _____ as the independent confidentiality advisor for the Trainee. The Educational Institution has appointed: _____ as the independent confidentiality advisor for the Trainee.

In addition, if the Trainee wishes, they can contact an independent confidentiality advisor through the disclosure office [mores.online](#).

13. Final provisions

11.1 This traineeship contract is governed by Dutch law.

11.2 Any additional agreements made when concluding this contract are given here, so that all parties know where they stand:

11.3 Additional agreements made at a later date will be set out in writing, included as an addendum to this contract and signed by all parties involved.

Drawn up and signed in triplicate in _____

Traineeship Provider

Date: _____

On its behalf: _____

Signature:

Educational Institution

Date: _____

On its behalf: _____

Signature:

Trainee

Date: _____

Name: _____

Signature:
