

Cooperation agreements Randstad RiseSmart

These cooperation agreements apply to the relationship between Randstad RiseSmart and the Participant and/or (former) employee to be supported and/or being reintegrated. These cooperation arrangements lay down what we can expect from each other in terms of services, how we collaborate and the agreements we reach.

Definitions:

The following definitions apply in these cooperation arrangements:

Randstad: Randstad RiseSmart B.V., a Randstad Nederland B.V. company, with its registered office in Amsterdam, also trading as Randstad RiseSmart, Baanbrekend and Randstad Participatie; hereinafter referred to as 'Randstad' and/or 'Randstad RiseSmart'.

Programs:

Counseling and/or Mediation Services: Randstad RiseSmart's services consisting of counselling and/or job placement services in the broadest sense, such as sustainable employability (including training/workshops/job market scans), outplacement and coaching.

reintegration: Randstad RiseSmart's services consisting of all Counseling and Mediation activities carried out to promote a person's return to work, such as work in the context the Dutch Eligibility for Permanent Incapacity Benefit (Restrictions) Act [Wet verbetering Poortwachter], for instance.

Parties involved:

Participant: the natural person for the benefit of whom - pursuant to an assignment agreement between Randstad RiseSmart and the Client - guidance and/or mediation activities, and/or reintegration activities are performed. For the sake of readability, reference is always made to "he". This of course also means "they" and "them", hereinafter jointly referred to as Participant and/or Participants.

Client: the legal entity, public legal entity or institution that avails itself of Randstad's services on the Participant's behalf.

Contact: the Randstad coach/advisor/member of staff who is primarily responsible for the Guidance, and/or Counseling services, or the Participant's reintegration.

Background:

Randstad supports Participants by improving employability (through-flow) and finding work (outflow). The cooperation between the Participant and Randstad takes place at the request of the Client. Randstad and

the Client have entered into an agreement on the basis of which Randstad will carry out the Counseling and/or Mediation and/or reintegration.

General Agreements:

1. Randstad will make every effort to contribute as effectively as possible to the objectives set by the Participant and the Client within the legal frameworks concerning Counseling and/or Mediation and/or reintegration. The Participant is expected to be well motivated and to do his utmost to achieve the objectives of the Counseling and/or Mediation programs. This means, inter alia, that, barring force majeure, he will participate constructively in all parts of the reintegration and/or Counseling and/or Mediation program.
2. The Contact at Randstad will adopt an independent and ethical attitude in relation to the Participant and the Client. Randstad will therefore ensure that within the context of its relationship with the Client no interests other than those of the performance of the assignment for Counseling/Mediation and/or reintegration will play a role.
3. The Participant will not be charged for the Counseling and/or Mediation and/or reintegration. Randstad will charge the Client for any costs in this respect.
4. Randstad processes the personal data of data subjects in the proper performance of these services. For all activities, Randstad processes the data provided at the start of the activity in question, for instance by its Client or by you. This may include information such as the name, date of birth, address, place of residence, telephone number, email address and similar information required for communications, the training courses attended, diplomas and work experience gained. Data is also processed during the program. The type of information and the purpose for which it is processed differ according to the activity. Randstad handles personal data with due care in accordance with its [Privacy Statement](#). By signing these cooperation arrangements, the Participant confirms that he has taken note of this Privacy Statement. If you have questions/observations/complaints concerning the protection of your personal data by Randstad, please get in touch with your Contact.
5. As part of the performance of the services and activities, Randstad may – with due observance of the above provisions – inform the Client (periodically) about the plan of action, progress and outcome of the Counseling, job placement and/or reintegration. Any individual plan of action and/or report will not be sent to the Client until after the Participant has agreed to it, unless the law provides otherwise. The Contact will endeavor to discuss individual progress and/or reporting with the Client and the Participant during consultations. The sharing of this information takes place on one of the legal bases referred to in Articles 6(1)(a), (b), (c) and (f) of the General Data Protection Regulation.
6. Randstad may be required by law to share information with third parties, such as the Employee Insurance Agency. The sharing of this information takes place on one of the legal bases referred to in Articles 6(1)(a), (b), (c) and (f) of the General Data Protection Regulation.
7. The Participant is at liberty vis-à-vis Randstad to interrupt or terminate the participation in a Counseling and/or Mediation and/or reintegration program before the end of the contract.

However, the Participant should be aware that failure to cooperate with the program, or to interrupt or terminate it early due to the Participant's fault or actions, may be regarded as a breach of the statutory regulations with respect to being paid and the continued payment of the agreed salary or benefit. A violation as referred to above may lead to a wage sanction and/or temporary or permanent rejection or withdrawal of the benefits. Randstad cannot be held liable towards the Participant for consequences of this kind.

8. In the event the Participant is unable to attend one or more meetings, activities or an appointment with the Contact due to illness, incapacity for work, holiday or other special circumstances, he will be required to notify Randstad thereof at least 24 hours before the start of the meeting or activity to the extent possible within reason. It goes without saying that the Participant is also obliged to report sick and/or apply for leave from the Client and/or the benefits agency. Randstad has the right to register the absence, and the reasons for it, and to notify the Client thereof.
9. In the event the Participant repeatedly cannot be reached or fails to comply with the advice from the Contact, shows insufficient motivation, obstructs counselling or otherwise fails to comply with the obligations described in these cooperation arrangements, Randstad will be compelled and entitled to inform the Client thereof. Randstad will resort to this after having held the Participant to account and given the Participant the opportunity to meet his obligations in this respect. If this is the case, Randstad will have the right to suspend or terminate the Counseling and/or Mediation and/or reintegration unilaterally in whole or in part after it has informed the Participant thereof.
10. The Participant is expected to give the Contact all the information that is relevant in the context of the Counseling, job placement and/or reintegration. Randstad assumes that the information provided is correct and complete. If the information provided is incorrect and/or incomplete, Randstad will be entitled to unilaterally suspend or terminate the Counseling and/or Mediation and/or reintegration entirely or in part, after having informed the Participant accordingly.
11. Randstad has the right to suspend the reintegration in whole or in part in the event the Participant is unable to participate (actively) or fully or partially in the reintegration program due to illness, pregnancy and/or other special circumstances. Randstad will not proceed with suspension before it has discussed its intention to suspend with the Participant and the Client.
12. If there is complaint or problem, Randstad's basic principle is that a satisfactory solution will be sought as far as possible in joint consultation, together with the Contact and possibly and the Client, if applicable. If this proves impossible, Randstad has a complaints procedure in place: the Randstad Nederland Quality Line. This central reporting point handles complaints received by telephone, in writing and by email immediately. The Quality Line records these complaints and supervises the settlement process. The Quality Line can be reached as follows: Randstad Nederland Attn Centraal Meldpunt Klachten, PO Box 12600, 1100 AP Amsterdam Zuidoost, the Netherlands, Email: kwaliteitslijn@nl.randstad.com , tel no. 0800 4000 240 (NL only).

The Participant declares that he agrees to the Randstad cooperation arrangements.

