



Internship agreement

NB: for the sake of simplicity, the persons referred to in this document are designated as "he"

1 • THE EDUCATIONAL OR TRAINING INSTITUTION	2 • HOST ORGANIZATION
Name : Nicolas Brémontier Address : 152 cours de l'Yser 33800 Bordeaux ☎ : 00 33 5 56 33 49 60 Represented by (agreement signing party) : Bernadette Bazat, Capacity/position of the representative : Proviseur ☎ : email : ce.0330029c@ac-bordeaux.fr	Name : Address : Represented by (agreement signing party) : Capacity/position of the representative : Department in which the internship will be conducted ☎ : email : Location of internship (if different from that of the organization)

3 • THE INTERN	
Last name :	First name :
Male/female	Date of Birth
Address	
☎ : Email :	
TITLE OF INTERNSHIP OR TRAINING COURSE TAKEN AT THE INSTITUTION OF HIGHER EDUCATION, AND HOUR VOLUME (ANNUAL)	
SUBJECT OF INTERNSHIP	
Dates: From To..... Representing a total duration of (Number of Weeks / Months (cross out the inappropriate item)) corresponding to actual days of attendance at the host organization and corresponding to actual hours of attendance at the host organization per day Comments :	

SUPERVISION OF INTERN BY THE EDUCATIONAL INSTITUTION	SUPERVISION OF INTERN BY THE HOST ORGANIZATION
First and Last name of academic advisor	Full name of training supervisor
Position (or discipline) : Email :	Position : Email :
Primary health insurance agency to contact in case of accident (corresponds to intern's place of residence, unless otherwise specified):	

Article 1 • Purpose of the Agreement

This Agreement governs the host organization's relationship with the educational institution and the intern.

Article 2 • Objective of Internship

The internship is a temporary period of work in a professional environment, where the student will acquire professional skills and put into practice the knowledge gained from his education in view of earning a diploma or certificate, and facilitating his professional integration. The intern will be given one or more tasks, in accordance with the educational plan established by the educational institution and approved by the host organization.

The educational institution and the host organization will establish the schedule based on the general training program being offered.

ACTIVITIES ASSIGNED:

SKILLS TO BE ACQUIRED OR DEVELOPED

Article 3 • Terms of Internship

The weekly duration of the intern's presence at the host organization will be hours, on a full time basis

If the intern's presence at the host organization is to be required at night, or on Sundays or during a public holiday, specify the specific cases:

Article 4 • Intern hosting and supervision

The intern will be supervised by his academic advisor, as designated in this agreement, as well as by the institution's internship program office.

The internship supervisor appointed by the host organization in this Agreement shall be responsible for supervising the intern and ensuring optimal conditions for the execution of the internship in accordance with the specified educational requirements.

Any difficulties encountered in the execution and progress of the internship, whether observed by the intern or by the internship supervisor, must be brought to the attention of the academic advisor and the educational institution so that the issue can be resolved as quickly as possible.

SUPERVISORY PROCEDURES (interviews, visits, scheduled telephone calls, etc.)

Article 5 • Wages • Benefits

In France, whenever an internship is to have a duration which exceeds two months, whether they run consecutively or not, a wages must be paid, except as provided under special regulations applicable for certain French overseas collectives or for internships covered by article L4381-1 of the Public Health Code.

The amount of the hourly wages shall be 13.75% of the hourly limit for social security established pursuant to article L.241-3 of the Social Security Code. A sector-specific convention or labour agreement may set an amount greater than that rate.

Wages payable by an organization under public law may not be combined with any remuneration to be paid by the same organization during the relevant period.

Wages are payable without prejudice to any reimbursement of expenses incurred by the intern for purposes of his internship, or any benefits offered for meals, accommodations and transportation.

The organization may decide to pay wages for internships with a duration of two months or less.

In case of a suspension or termination of this agreement, the amount of the wages due to the intern shall be prorated based on the duration of the internship conducted.

Internship durations qualifying for the payment of wages are determined in consideration of this agreement and any amendments thereto, as well as the number of days of the intern's physical presence within the organization.

THE AMOUNT OF THE WAGES is set at €..... per hour / day / month (cross out any inappropriate items)

OTHER BENEFITS GRANTED:

Article 6 - Social Welfare Coverage Framework

For the duration of his internship, the intern shall remain covered under his previous former social welfare protection framework.

Internships conducted abroad shall be reported to the Social Security administration when required, prior to the intern's departure.

6.1 - Health Insurance for interns working abroad

1) Coverage originating in the French students' coverage framework

- for internships within the European Economic Area (EEA) conducted by citizens of a State of the European Union or of Norway, Iceland, Liechtenstein or Switzerland, or of any other State (in the latter case this provision shall not apply for internships in Denmark, Norway, Iceland, Liechtenstein or Switzerland), students must apply for a European Health Insurance Card (EHIC).

- for internships conducted in Quebec by students of French nationality, students must request form SE401Q (104 for internships at companies);

- in all other cases, students who incur medical expenses may be reimbursed by the mutual insurance company serving as their student Social Security Agency, upon their return and upon presentation of receipts: reimbursement shall then be provided carried out on the basis of French healthcare rates. Significant differences may exist between the costs incurred and the French rates serving as the basis for reimbursement. It is strongly advised that students take out specific additional health insurance coverage valid for the country in question and for the duration of their internships from the insurance company of their choice (students' mutual insurance, parents' mutual insurance, ad hoc private company, etc).

6.2 Workplace Accident Coverage for interns abroad

1) In order to benefit from French legislation providing coverage for workplace accidents, this internship must:

- have a duration not exceeding six months, including any extensions;
- not include any remuneration that may tend to qualify for rights to workplace accident protection in the host country;
- take place exclusively within the organization signing this agreement;
- take place exclusively in the above mentioned foreign host country.

When these conditions are not met, the host organization undertakes to contribute to the intern's welfare protection and make the necessary declarations in case of workplace accidents.

2) The workplace accident statement is the responsibility of the educational institution, which must be informed of such events in writing within 48 hours by the host organization.

3) The coverage concerns accidents occurring:

- within the internship location and during internship working hours,
- on the normal commute to and from the intern's residence in the host country and the internship location,
- as part of an assignment provided by the intern's host organization upon formal assignment mandate,
- during the first trip from his residence in France to his place of residence during the internship (travel on the internship start date),
- during the final return trip from his residence during the internship to his personal domicile in France.

4) In the event that one of the conditions set forth in section 6.2-1) is not satisfied, the host organization commits to cover the intern for the risks of workplace accidents, travel accidents, and occupational diseases, and provide all the necessary statements of coverage.

5) In all cases:

- if the student is the victim of a workplace accident during his internship, the host organization must immediately notify the educational institution of the accident;
- if the student performs limited assignments outside of the host organization or outside of the internship country, the host organization must take all necessary steps to provide him with the appropriate insurance.

Article 7 - Liability and Insurance

The host organization and the intern declare that they possess civil liability coverage.

For internships abroad or in overseas territories, the intern agrees to take out a travel assistance insurance contract (repatriation for health reasons, legal assistance, etc.) and an individual accident insurance policy.

When the host organization provides the intern with a vehicle, it is its responsibility to check beforehand that the car's insurance policy includes coverage for its use by a student.

When the student is to use his own vehicle or a vehicle loaned by a third party for purposes of his internship, he shall expressly inform the insurer of the vehicle and, where applicable, pay the corresponding premium.

Article 8 - Discipline

The intern shall be subject to the applicable internal disciplinary and regulatory terms, of which he shall be made aware prior to the start of the internship, particularly in regard to schedules and to the health and safety regulations in effect at the host organization.

Disciplinary sanctions may only be imposed by decision of the educational institution. In such cases, the host organization shall inform the academic advisor and the institution of the non-compliance and shall provide any supporting evidence.

In case of a particularly serious breach of discipline, the host organization reserves the right to terminate the internship, while respecting the provisions set forth in article 9 of this agreement.

Article 9 - Leave - Internship Interruption

The host organization shall notify the educational institution of any temporary interruption of the internship (illness, unjustified absence, etc.) by mail.

Notice of any interruption of the internship shall be provided to the other parties to the agreement and the academic advisor.

A validation procedure shall be implemented by the educational institution as needed. A postponement of the internship end date is possible, if approved by the parties to the agreement, so as to permit the full duration of the internship as originally planned. This postponement will be the subject of an amendment to the internship agreement.

If a joint request is made by the host organization and the intern to extend the duration of the internship up to the maximum duration prescribed by law (6 months), an amendment may be made to the agreement.

If any of the three parties (host organization, intern, educational institution) wishes to put an end to the internship, such party must immediately inform the other two parties in writing. The reasons given will be examined in close consultation.

The definitive decision to terminate the internship shall be made at the end of this consultation phase.

Article 10 - Duty of discretion and confidentiality

The duty of confidentiality must at all times be observed, with its specific aspects taken into account by the host organization. The intern commits to refrain from using the information collected or obtained by him, under any circumstances, for purposes of publication or disclosure to third parties without prior consent of the host organization, including in the internship report. This commitment applies not only to the internship period but shall extend after its conclusion as well. The intern commits not to retain, remove, or copy any documents or software of any kind belonging to the host organization, except upon prior approval from the host organization.

For purposes of preserving the confidentiality of the information contained in the internship report, the host organization may request a restriction on the distribution of the report, or the removal of certain confidential information. Persons with a need to know shall be constrained by commitments to professional secrecy to refrain from any use or disclosure of the information in the report.

Article 11 - Intellectual Property

In accordance with the code of intellectual property, if the intern's activities result in the creation of a work protected by copyright or industrial property (including software), and the host organization wishes to make use of such work with the intern's approval, a contract must be signed between the intern (the author) and the host organization.

The contract must specifically include the extent of the rights to be transferred, any possible exclusivity requirements, the intended use, the media used, and the duration of the transfer of rights, as well as, if applicable, the amount of compensation due to the intern for the transfer. This clause shall apply regardless of the host organization's business structure.

Article 12 - End of internship - Report - Evaluation

1) Internship certificate: at the end of the internship, the host organization shall issue a certificate, a template for which is included as an appendix hereto, indicating as a minimum the effective duration of the internship, and, if applicable, the amount of the wages paid.

2) Internship Quality: Once the internship has ended, the parties to this agreement are invited to submit an assessment of the quality of the internship. The intern will send a document to the appropriate department of the educational institution in which he will evaluate the quality of the reception he was given by the host organization. This document will not be taken into consideration in his evaluation, or in awarding his diploma or certificate.

3) Evaluation of the intern's activity: Once the internship has ended, the host organization shall fill out an assessment form on the intern's activity, which it will return to the academic advisor

4) Educational Assessment Procedures: The intern shall (specify the nature of the work to be provided - report, etc. - possibly by including an attachment)

5) Neither the academic supervisor from the host organization, nor any member of the host organization invited to visit the educational institution for purposes of the preparation, conduct and validation of the internship, may assert any claim for reimbursement or compensation from the educational institution.

Article 13 - Applicable law - Competent courts

This agreement shall be governed exclusively by French law.

Any disputes that cannot be amicably resolved shall be subject to the jurisdiction of the competent French courts.

Made in

FOR THE EDUCATIONAL INSTITUTION

B Bazat proviseur

This Day The

FOR THE HOST ORGANIZATION

Name and signature of the representative of the host organization

INTERN (AND LEGAL REPRESENTATIVE IF ANY)

Name and signature

THE INTERNSHIP SUPERVISOR FOR THE HOST ORGANIZATION

Name and signature

THE INTERN'S ACADEMIC ADVISOR

Name and signature

Forms to be attached to this agreement:

a) Internship certificate (following page)

b) Foreign internship form (for information regarding social security, see the website cleiss.fr; for specific country documentation see the website diplomatie.gouv.fr)

c) Other appendices (if any)