

INTERNSHIP CONTRACT

Academic year

BETWEEN

The higher education institution:

Name of institution:
Address:
Tel: Fax: E-mail:
Represented by: (name of person signing contract):
Job title:
Department/Faculty
Address: (if different from address of institution)

The host organisation:

Name:
Address:
Tel: Fax: E-mail:
Represented by: (name of person signing contract):
Job title:
Name of department where internship will take place:
Place of internship (if different from host organisation address):

And the intern student:

Surname: First name:
Gender: F M Date of birth: __/__/____
Address:
Tel: E-mail:

Title of course taken at the higher education institution:

SUBJECT OF INTERNSHIP:
DATES OF INTERNSHIP: Fromto
LENGTH OF INTERNSHIP: hours / weeks / months (*cross out the options which do not apply*)¹
DAYS:²

Supervision of intern provided by:

On behalf of the higher education institution:

Surname:
First name:
Job title:
Tel:
E-mail:

On behalf of the host organisation:

Surname:
First name:
Job title:
Tel:
E-mail:

Healthcare insurance office to be contacted in the event of an accident (place of residence of student unless otherwise indicated):

¹ Article L612-9 of the Education Code: "The duration of any internship(s) undertaken by a single intern in any one organisation must not exceed six months per academic year".

² *Note to reader: Text in italics and bold type applies to internships in administration and public institutions of government.*

Article 1: Purpose of the contract

The present contract governs the relationship between the host organisation (company, public agency, association...), the higher education institution and the intern.

Article 2: Objective of internship

The objective of the internship is to enable the student to implement the theoretical and methodological tools acquired during the course of study, to identify skills and to consolidate career goals.

The internship aims to prepare the student to enter working life with a better understanding of the host organisation. The internship forms part of the student's personal and professional training and development and is part of the course curriculum.

The internship programme is determined by the HE institution and the host organisation according to the general curriculum of training offered.

Duties to be carried out:

Article 3: Practical terms of internship

The maximum weekly amount of time the intern will be present at the company is hours..

The internship is full time / part time (*Cross out the option which does not apply*) (please specify the percentage.....)

If the intern must be present at the host organisation at night, on a Sunday or on a bank holiday, the organisation must indicate these special cases here:

.....

Article 4: Status of intern – Reception and monitoring

The student will retain his/her previous status throughout the duration of the internship in the host organisation and will receive regular monitoring from the HE institution. The host organisation will designate a *host organisation tutor* who will be responsible for mentoring the student and optimising the conditions for carrying out the internship.

Throughout the duration of the internship, the student may return to the HE institution for any lessons they are explicitly required to take as part of the course or to attend meetings, provided the host organisation is informed of the dates by the HE institution and the student receives authorisation to travel, if applicable.

Terms of monitoring:.....

Article 5: Remuneration – Benefits in kind – Reimbursement of expenses

When the length of the internship is longer than two months (consecutive or non-consecutive) and the internship takes place in a public or private enterprise, an association or a commercial or industrial public institution on French territory, the intern must receive remuneration.

When the length of the internship is longer than two consecutive months and equal to at least 40 working days, and the internship takes place in administration or an administrative public institution of government on French territory, the intern must receive remuneration.

Remuneration is fixed by a sector-specific or professional agreement, or failing this, at 12.5% of the hourly social security limit defined in accordance with article L 241-3 of the Social Security Code.

For internships in administration or an administrative public institution of government, remuneration must be equal to the hourly limit outlined above.

When the duration of the internship is less than or equal to two months and takes place in a public or private enterprise or an association on French territory, the student may receive remuneration.

Amount of remuneration (if different to legal amount)

.....

Method of payment of remuneration:.....

If an intern receives benefits in kind (for example, free meals), the amount representing the value of these benefits will be added to the monthly amount of remuneration before comparison with 12.5% of the hourly social security limit for a legal duration of weekly work equal to 35 hours.

Accommodation and travel costs incurred by the student at the request of the organisation in addition to any training expenses required to carry out the internship will be covered by the organisation in accordance with the terms in force within the organisation.

List of benefits provided:.....

Interns can access social and cultural activities listed in article L2323-83 of the Employment Code under the same conditions as salaried employees.

When the internship takes place in administration or in an administrative public institution of government, the student's assignment expenses will be covered under the 2006-781 decree, with the place where the internship takes place as the place of work for administrative purposes.

For internships in administration or administrative public institutions of government: travel expenses for travel between the place of residence and the place of work will be covered in accordance with the conditions outlined in decree 2010-676:(please indicate yes or no)

Article 6: Social security

The student remains affiliated with his/her prior social security system throughout the duration of the internship and will retain student status.

In the case of internships undertaken abroad, social security must be informed and verification must be received from them prior to the departure of the student.

The following clauses are applicable subject to compliance with the legislation of the host country and legislation governing the type of host organisation:

6.1 Remuneration less than or equal to 12.5% of the hourly social security limit multiplied by the number of hours of internship completed within the month in question:

In accordance with the legislation in force, in this situation, the remuneration received for the internship is not subject to social security contributions.

The student continues to benefit from the legislation relating to accidents in the workplace under article L 412-8-2 of the Social Security Code, student scheme.

In the event of the student being involved in an accident, regardless of whether this takes place whilst undertaking work in the organisation, during travel or on any premises pertaining to fulfilling the requirements of the internship, *and for students of medicine, dentistry or pharmacy who do not hold a medical position, in relation to medical internships carried out under the conditions outlined in section b) of 2o of article L 412-8, the host organisation shall send a declaration to the "Caisse Primaire d'Assurance Maladie" (healthcare insurance office) (see address on the first page), specifying the institution as the employer, and must send a copy to the institution.*

6.2 Remuneration greater than 12.5% of the hourly social security limit multiplied by the number of hours of internship completed within the month in question:

Social security contributions are calculated on the difference between the amount of remuneration and 12.5% of the hourly social security limit for a legal duration of weekly work equal to 35 hours.

The student benefits from legal cover in accordance with the clauses of article L 411-1 and onwards of the Social Security Code. In the event of the student being involved in an accident, regardless of whether this takes place whilst undertaking work in the organisation, during travel or on any premises pertaining to fulfilling the requirements of the internship, the host organisation will take all necessary steps required by the "Caisse Primaire d'Assurance Maladie" and inform the HE institution as soon as possible.

6.3 Health protection for interns abroad:

1) Protection under the French student scheme:

- For internships in the European Economic Area (EEA) undertaken by students who are nationals of member states of the European Union, the student must obtain a European Health Insurance Card (EHIC).

- For internships carried out in Quebec by students who are French nationals, the student must obtain a SE401Q form (104 for internships in companies, 106 for internships in universities).

- In all other cases:

Students who incur health costs abroad can be reimbursed by the organisation which serves as "Caisse de Sécurité Sociale" for students, on their return to France and on the presentation of documentary evidence: the reimbursement is granted on the basis of French healthcare costs, meaning major differences may exist.

° It is therefore strongly recommended that the student takes out additional private health insurance which is valid in the country where the internship takes place and for the duration of the internship, with the host organisation of his/her choice (student insurance company, insurance company of parents, private company on a one-off basis...).

° Exception: if the host organisation provides the student with health insurance pursuant to the clauses outlined in local law (see section 2) below), the student can choose to benefit from this local health insurance cover. Before making a decision, the student should verify the specific details of cover provided.

2) Protection from the host organisation:

By ticking the appropriate box, the host organisation indicates hereunder if it will provide the intern with health insurance pursuant to local law:

YES (this is in addition to the rights of the student under the French student insurance scheme, which continues when the student is abroad)

NO (protection follows exclusively from the rights of the student under the French student scheme, which continues when the student is abroad)

If neither of these options is ticked, section 1) of article 6.3 will apply.

6.4 Occupational accident insurance for interns abroad:

1) In order to benefit from French legislation in relation to occupational accident cover, the present internship must:

- Be no longer than 12 months, including any extensions
- Not give rise to any remuneration likely to grant rights to occupational accident insurance in the foreign country (an allowance or remuneration is accepted up to 12.5% of the hourly social security limit for a legal duration of weekly work equal to 35 hours subject to the consent of the "Caisse Primaire d'Assurance Maladie").
- Take place exclusively in the company party to the present contract.

- Take place exclusively in the foreign country stated.

When these conditions are not fulfilled, the host organisation agrees to pay contributions for the protection of the intern and to make the necessary declarations in the event of an accident in the workplace.

- 2) The declaration of occupational accidents is the responsibility of the HE institution who must be informed by the host organisation in writing within 48 hours.
- 3) The student is covered for accidents occurring:
 - Within the confines of the location of the internship and the hours of the internship.
 - On the daily journey between the place of internship and the place of residence abroad.
 - On the journey between the place of residence of the intern on French territory and the place of residence abroad (at the beginning or the end of the internship).
 - In the course of any assignment commissioned by the host organisation and where the activity is a necessary part of the given assignment.
- 4) In the event that any condition outlined in point 6.4 1) is not met, in accordance with the present contract, the host organisation agrees to provide cover for the intern against the risk of a workplace or travel accident and against occupational diseases and to provide any declarations required.
- 5) In all cases,
 - If a student suffers an accident in the workplace during the internship, it is imperative that the host organisation informs the HE institution of the accident immediately.
 - If a student completes limited tasks outside of the host organisation or outside the country where the internship takes place, the host organisation must make all the necessary arrangements to provide the student with appropriate insurance.

Article 7: Civil liability and insurance

The host organisation and the student declare that they have civil liability coverage.

Regardless of the nature of the internship and the destination country, the intern agrees to obtain cover for him/herself by way of a general insurance policy (medical repatriation, legal assistance, etc) and a personal accident insurance policy.

If the host organisation provides the intern with a vehicle, it is the responsibility of the host organisation to confirm beforehand that the vehicle insurance policy covers use of the vehicle by a student.

When the student uses his/her own vehicle or a vehicle loaned by a third party within the framework of the internship, the student expressly agrees to declare this use to the insurer of the said vehicle, and if required, to pay the relevant premium.

Article 8: Conduct

Throughout the internship, the student is subject to the conduct and internal regulations of the organisation, specifically, in relation to hours of work, and hygiene and safety regulations in force within the host organisation.

Disciplinary procedures may only be determined by the HE institution. In the event of a breach of discipline, the host organisation should inform the HE institution of the breach(es) and provide the constitutive elements.

In the event of a particularly serious breach of discipline, the host organisation reserves the right to terminate the internship while respecting the clauses fixed in article 9 of the present contract.

Article 9: Leave of absence and curtailment of internship

Any difficulties which occur during the course of the internship shall be brought to the attention of all parties concerned in order to resolve the issue as soon as possible.

Temporary curtailment:

During the course of the internship, the intern can take annual leave subject to approval from the host organisation and with respect of the duration of the internship.

For any other temporary curtailment of the internship (illness, maternity, unauthorised absence...), the host organisation should inform the HE institution representative in writing.

Definitive curtailment:

In the event that one of the three parties (host organisation, HE institution, student) wishes to permanently curtail the internship, the party in question shall inform the other parties in writing immediately. The reasons outlined will be considered together. A definitive decision to curtail the internship will only be made after this dialogue phase.

Article 10: Duty of circumspection and nondisclosure

The duty of circumspection is absolute. In this respect, intern students agree that in no circumstances will they use information they have gathered or obtained, including the internship report, for the purpose of publication or communication with third parties, without prior consent from the host organisation. In addition to the duration of the internship, this continues to apply after the internship has ended. The student agrees not to keep, take or make a copy of any document or software belonging to the host organisation, regardless of its nature, without consent from the host organisation.

Note: Within the framework of nondisclosure of information contained within the report, the host organisation can request a restriction on the distribution of the report and even the withdrawal of certain elements of highly confidential information.

Those who have knowledge of the information contained within the report are restricted by professional confidentiality not to use or disclose any information contained therein.

Article 11: Intellectual property

In accordance with the Intellectual Property Code, if the work undertaken by the intern results in the creation of a piece of work protected by copyright or industrial property (including software), and if the host organisation wishes to use the work and the student consents to this, a contract should be drawn up and signed by the intern (author) and the host organisation.

The contract should notably include the extent of transferred rights, the conditions of exclusivity, the destination of the work, the resources used and the duration of the transfer of rights as well as the total remuneration owed to the student in relation to the transfer of rights, if applicable.

This clause also applies in the case of internships carried out in public institutions.

Article 12: Recruitment

In the event that a work contract is signed by the host organisation and comes into effect before the end date of the internship, the present contract will become null and void; the HE institution is no longer responsible for the student. It is imperative that the HE institution is informed of the work contract before it is signed.

Article 13: End of internship – Report – Evaluation

At the end of the internship, the host organisation will provide the intern with an internship certificate and will complete an evaluation form in relation to the performance of the intern (see appendix) which should be returned to the HE institution.

At the end of the internship, the student shall: (specify the nature of work to be provided by an attachment in the appendix, if necessary)

State the terms of validation of the internship, if required:

Number of ECTS credits:.....

Quality evaluation of the internship: At the end of the internship, the three parties involved are invited to formulate an appraisal of the quality of the internship.

The host organisation tutor or any other member of the host organisation required to visit the HE institution as part of the preparation, implementation or validation of the internship may not claim reimbursement or compensation from the HE institution.

An addendum to the contract may be drawn up in the event of an extension of the internship at the request of the host organisation and the student. The date of the end of the internship may not take place after the 30th September of the year in question, under any circumstances.

The successive hosting of interns undertaking internships in a certain post under internship contracts is only possible after a waiting period equal to a third of the duration of the previous internship. This clause is not applicable when the previous internship was curtailed by the student before the end of the contract.

Article 14: Applicable law – Courts of competent jurisdiction

The present contract is governed exclusively by French law. Any dispute which cannot be settled out of court will be submitted to the competent French jurisdiction.

At on

On behalf of the higher education institution

(name and signature of representative)

On behalf of the host organisation

(name and signature of representative)

On behalf of the student

(name and signature)

SIGNATURES OF TUTORS:

Host organisation tutor

(name and signature of representative)

Higher education institution tutor

(name and signature of representative)