



Academic year: 2021-2022

<p style="text-align: center;">- HIGHER EDUCATION INSTITUTION</p> Name: Université de Bourgogne Address: Esplanade Erasme, 21078 DIJON cedex ☎ Represented by (name of signatory): Christelle SEREE-CHAUSSINAND Title of signatory: Dean of the Faculty Faculty / Department: Languages and Communication ☎ email: direction.langues@u-bourgogne.fr Address (if different from that of the institution): 4 Boulevard Gabriel, 21078 DIJON cedex	<p style="text-align: center;">HOST ORGANISATION</p> Name : Address: Represented by (name of signatory):..... Title of signatory:..... Department of the internship:..... ☎ email: Address (if different from that of the organisation):
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3 - THE INTERN

Surname: First name: Sex: F M Date of birth: ___/___/____
Address:
.....
☎ email:
COMPLETE NAME OF THE ACADEMIC PROGRAM AND ANNUAL TEACHING VOLUME:
.....
.....

SUBJECT OF INTERNSHIP.....

Dates: From..... to.....
For a total duration of weeks / months
Corresponding to days of actual attendance at the host organisation.
Distribution, in case of discontinuous attendance:
Comment:

<p style="text-align: center;">SUPERVISION BY THE EDUCATION INSTITUTION</p> Surname, First name of the academic supervisor: Title: ☎ email:	<p style="text-align: center;">SUPERVISION BY THE HOST ORGANISATION</p> Surname, First name of the training supervisor: Title: ☎ email:
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Health agency (Caisse primaire d'assurance-maladie) to contact in case of accident (name and address):
.....

Following the French Public Health Code, specifically articles L. 3131-1 and following;
Following the French Education Code, specifically articles L124-1 to L. 124-20, L. 612-11 and D. 124-1 to D. 124-9; D. 714-21 and following;
Following the French National Social Security Code, specifically articles L. 242-4-1, L. 412-8 and D. 242-2-1;
Following the French Labour Code, specifically articles L. 1221-13 and D. 1221-23 and following;
Following the decree of October 14th 2020 declaring the state of health emergency;
Following the French National Protocol to ensure the employees' health and safety during the Covid 19 pandemic

Preamble:

Placements in France: In view of the exceptional circumstances due to the Covid 19 pandemic, it is agreed between the parties that they will have checked beforehand that the missions entrusted to the trainee lend themselves to remote work and that appropriate equipment is available.

The tutor checks that the parties can use suitable communication tools.

As an exception, the placement may be carried out in person in strict compliance with the [national protocol](#) and with all dispositions applicable to the host company.

It is agreed between the parties that in case of total lockdown, the placement will be carried out remotely or suspended by an amendment when remote work is not possible.

A medical examination will be automatically organised for any student exposed to a risk of contamination during the placement.

Medical Unit contact : CPSU 03.80.39.51.53

Placements abroad: In view of the exceptional circumstances due to the Covid 19 pandemic, it is agreed between the parties that they will have checked beforehand that:

- if the placement is carried out in person, a repatriation insurance will be contracted by the student in case of lockdown or other circumstances preventing the continuation of the placement.

- The tasks entrusted to the student lend themselves to remote work and that appropriate equipment is available.

The tutor checks that the parties can use suitable communication tools.

The placement may be carried out in person in strict compliance with all dispositions applicable to the host company.

It is agreed between the parties that in case of lockdown, the placement will be carried out remotely or suspended by an amendment when remote work is not possible and following the repatriation procedure.

The student undertakes on her/his honour to declare her/his mobility arrangements before departure on the French Nationals Abroad site <https://pastel.diplomatie.gouv.fr/fildariane/dyn/public/login.html>

Any student affected by Covid 19 during his placement will have to comply with the conditions prescribed in the host country, particularly in terms of quarantine. The educational establishment cannot be required to repatriate the student.

A medical examination will be automatically organised for any student exposed to a risk of contamination during the placement.

Medical Unit contact: CPSU +33 3 80 39 51 53

Emergency contact (other than the student):

Article 1 – Purpose of the Agreement

This agreement regulates the relationship of the host organisation with the educational institution and the trainee.

Article 2 – Objective of the internship

The internship is a temporary period of work experience during which the student acquires professional skills and uses the results of his or her training to obtain a diploma or certification and to facilitate his or her integration into the labour market. The trainee is entrusted with one or more tasks in accordance with the educational project defined by his/her educational institution and approved by the host organisation;

The programme is drawn up by the educational establishment and the host organisation on the basis of the general programme of the course.

TASKS ENTRUSTED:

.....

SKILLS TO BE ACQUIRED/DEVELOPED :

.....

Article 3 – Terms of internship

The weekly duration of the trainee's presence in the place designated above will be hours per week on a full-time/part-time basis.

It is forbidden for the trainee to undertake tasks that are dangerous to his or her health or safety.

If the trainee must be present in the host organisation at night, on Sundays or public holidays / specify special cases:

.....

Article 4 – Intern hosting and supervision

The trainee shall be supervised by the academic supervisor designated in the present agreement and by the department of the institution in charge of the traineeships.

The training tutor appointed by the host organisation in the present agreement is responsible for monitoring the trainee and optimising the conditions in which the placement is carried out in accordance with the educational stipulations defined.

The trainee is only authorised to return to his or her educational establishment during the placement to follow courses explicitly requested by the programme, or to attend meetings, provided that no lockdown measures are in force; the dates are notified to the host organisation by the training establishment.

The host organisation may authorise the trainee to travel within the host country only.

Any difficulty arising in the implementation and running of the placement, whether observed by the trainee or by the placement tutor, must be brought to the attention of the academic supervisor and the educational establishment so that it can be resolved as quickly as possible.

SUPERVISORY PROCEDURES

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Article 5 – Stipend - Benefits

Stipends and other benefits attached to internships are governed by the laws applicable in the host country.

In France, when the duration of the internship is more than 308 hours, whether or not consecutive, it is obligatorily subject to a bonus, except in the case of special rules applicable in certain French overseas collectivities and for internships covered by Article L4381-1 of the Public Health Code.

The hourly amount of the bonus is set at 15% of the hourly social security ceiling defined in application of Article L.241-3 of the Social Security Code (3.90€/hour in 2020). An industry or professional agreement may define an amount higher than this rate.

The bonus payable by a public-law body may not be combined with remuneration paid by that same body during the period concerned.

The stipend is due without prejudice to the reimbursement of expenses incurred by the trainee in carrying out the traineeship and the benefits offered, when applicable, for board, lodging and transport.

(article 5 continued) The organisation may decide to pay a bonus for traineeships within France lasting up to two months.

In the event of suspension or termination of the present agreement, the amount of the bonus due to the trainee shall be prorated according to the duration of the traineeship completed.

The duration giving entitlement to a bonus shall be assessed in the light of the present agreement and any amendments thereto, as well as the number of days the trainee is actually present in the organisation.

THE AMOUNT OF STIPEND GRANTED is set at € per hour / day / month.

Article 5 bis – Placements in France Access to employee rights - Benefits

The trainee benefits from the protections and rights mentioned in Articles L.1121-1, L.1152-1 and L.1153-1 of the French Labour Code, under the same conditions as employees.

The trainee has access to the company restaurant or to the restaurant vouchers provided for in Article L.3262-1 of the Labour Code, under the same conditions as the employees of the host organisation. He/she also benefits from the coverage of transport costs provided for in Article L.3261-2 of the same code.

The trainee has access to the social and cultural activities mentioned in Article L.2323-83 of the Labour Code under the same conditions as employees.

The host organisation undertakes to respect the national health and safety protocol and the sector-specific instructions.

OTHER BENEFITS GRANTED:

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Article 6 – Social insurance coverage

The trainee remains affiliated to his/her previous social security insurance. It is imperative that they check their health cover conditions and provide a certificate to their educational establishment when the agreement is signed and in any case before their departure.

6-1 Maximum stipend of 15 % of the hourly ceiling for French social security coverage (see article 6.4)

The stipend is not subject to payroll tax.

The intern shall have the benefit of the legislation on workplace accidents, under the students' framework set forth in article L.412-8 no. 2 of the Social Security code.

If accidents impacting the intern occur, either during his activities within the organization, or during his commute, or on premises used for the purposes of the internship, and also, for students of medicine, dental surgery, or pharmacy without hospital-staff status, engaged in an internship conducted under the conditions provided in item b of the 2nd section of Article L.412-8, the host organization shall send a statement to the Primary Health Insurance Agency or appropriate agency (see address on page 1), indicating the educational institution as the employer, and shall send a copy to the educational institution as well.

6.2 - Stipend greater than 15% of the hourly ceiling for social security: the intern is not covered by the French system when the stipend exceeds the legal limit.

Payroll taxes are calculated based on the difference between the amount of the stipend and 15% of the hourly ceiling for social security.

The student shall have the benefit of legal coverage under the provisions of L.411-1 et seq. of the social security code. If accidents impacting the intern occur, either during his activities within the organization, or during his commute, or on premises used for the purposes of the internship, the host organization shall handle the necessary formalities with the Primary Health Insurance Agency and shall inform the institution as soon as possible.

6.3 - 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 nationals of a State of the European Union, 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, and 106 for university internships);

- In all other cases, students who incur medical expenses may be reimbursed by the health insurance company delegated by 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 to take out specific additional health insurance coverage valid for the country in question and for the duration of their internships, the course, from the insurance company of their choice (students' mutual insurance, parents' mutual insurance, ad hoc private company, etc.), or, possibly, after checking the extent of the guarantees proposed, from the host organization if it provides health coverage to interns under local law (see item 2 below).

2) Social welfare protection from the host organization

By checking the appropriate box below, the host organization indicates whether it provides health insurance coverage to the intern under local law:

YES: This coverage is in addition to the maintenance abroad of rights granted under French law

NO: coverage is thus exclusively provided from the maintenance abroad of the rights granted under the French student coverage framework).

If neither box is checked, item 6.3-1 shall apply.

6.4 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 twelve months, including any extensions;
- not include any remuneration that may tend to qualify for rights to workplace accident protection in the host country; compensations or stipends are acceptable, up to the limit of 15% of the hourly ceiling for social security (see point 5), and subject to approval by the Primary Health Insurance Agency of a request for the maintenance of such rights;
- take place exclusively within the organization signing this agreement;
- take place exclusively in the abovementioned 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 foreign country and the internship location,
- as part of any travel mandated and authorised by the host organization,
- during the first trip from her or his permanent residence to his place of residence during the internship (travel on the internship start date),
- during the final return trip from her or his residence during the internship to her or his permanent residence.

4) In the event that one of the conditions set forth in section 6.4-1 / is not satisfied, the host organization commits to cover the intern for the risks of workplace accidents, travel accidents, and occupational disease, and provide all the necessary statements of coverage.

5) In all cases:

- if the student is the victim of a workplace accident during her or 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 organisation and the trainee declare that they are covered by civil liability insurance.

Should the host organisation provide a vehicle to the trainee, it is the responsibility of the host organisation to check in advance that the vehicle's insurance policy covers its use by a student.

If the trainee uses his own vehicle or a vehicle loaned by a third party, this must be expressly declared to the insurer of the said vehicle and the relevant premium paid, where applicable.

If the trainee uses his/her own equipment during a home placement, this must be expressly declared to the insurer of the said vehicle and the relevant premium paid, where applicable.

Article 8 – Discipline

The trainee is subject to the discipline and clauses of the internal rules applicable to him/her and which are brought to his/her attention before the start of the course, particularly with regard to the timetable and the health and safety rules in force in the host organisation.

The trainee undertakes to report any health and safety problems to his/her host organisation AND to his/her higher education institution.

Any disciplinary action can only be decided by the educational institution. In this case, the host organisation informs the referring teacher and the institution of the shortcomings and, where appropriate, provides the constituent elements.

In the event of particularly serious breaches of discipline, the host organisation can terminate the placement, complying with the provisions laid down in Article 9 of this agreement.

Article 9 – Vacation – Interruption

In France, in the event of pregnancy, paternity or adoption, the trainee benefits from vacation/leave authorisations for a period equivalent to that provided for employees in Articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37, L.1225-46 of the Labour Code.

NUMBER OF DAYS OF AUTHORISED LEAVE / or arrangements for leave during the internship:

.....
For any other temporary interruption of the placement (illness, unjustified absence, etc.) the host organisation must notify the educational establishment by email.

Any interruption of the placement must be notified to the other parties to the agreement and to the referring teacher. If necessary, the institution will set up a validation procedure. If all the parties agree, the end of the placement may be postponed to allow the total duration of the course initially planned to be completed. This postponement will be the subject of an amendment to the internship agreement.

An amendment to the agreement may be drawn up in the event of an extension of the placement at the joint request of the host organisation and the trainee, in compliance with the maximum duration of the placement set by French law (6 months).

Article 10 - Duty of discretion and confidentiality

All parties to the agreement undertake to observe the duty of discretion and confidentiality as defined by the requirements of the host organisation.

Article 11 - Intellectual property

In accordance with the intellectual property code, if the trainee's activities give rise to the creation of a work protected by copyright or industrial property (including software), if the host organisation wishes to use it and the trainee agrees, a contract will have to be signed between the trainee (author) and the host organisation.

The contract must then specify the scope of the rights transferred, any exclusivity, the destination, the media used and the duration of the transfer, as well as, where applicable, the amount of the remuneration due to the trainee for the transfer. This clause applies regardless of the status of the host organisation.

Article 12 - End of internship - Report - Evaluation

1) Placement certificate: at the end of the placement, the host organisation issues a certificate, a model of which is attached, indicating at least the actual duration of the placement and, if applicable, the stipend and any bonus received. The trainee must produce this certificate in support of any application for entitlement to the general retirement insurance scheme provided for in Art. L.351-17 of the Social Security Code.

2) Quality of the internship: at the end of the placement, the parties to this agreement are invited to formulate an assessment of the quality of the internship.

NUMBER OF ECTS (if applicable):
.....
.....

5) The tutor of the host organisation or any member of the host organisation called upon to visit the educational establishment as part of the preparation, conduct and validation of the placement cannot claim any reimbursement or compensation from the educational establishment.

Article 13 - Applicable law - Competent courts

This agreement is governed exclusively by French law.

Any dispute unresolved amicably will be subject to the jurisdiction of the competent French court.

SIGNED IN _____ DATE _____

FOR THE EDUCATIONAL INSTITUTION

Name and signature of the representative

.....

FOR THE HOST ORGANISATION

Name and signature of the representative

.....

INTERN

Name and signature

.....

The internship supervisor

Name and signature

The academic supervisor

Name and signature

Appendix :

- 1) *Internship certificate (next page)*
- 2) *Charter of student commitment*



INTERNSHIP CERTIFICATE
to be issued to the intern upon the conclusion of the internship

THE HOST ORGANIZATION

Name or company name:
 Address:

 ☎

Hereby certifies that

THE INTERN

Surname: First name: Sex: F M Date of Birth: __/__/____
 Address:

 ☎ email:

Enrolled in (title of the training course or higher education curriculum being followed by the intern):

At (name of the higher education institution or training organization):

has completed an internship forming a compulsory part of his/her studies

Internship Duration

Internship start and end dates: **From**DD/MM/YYYY..... **To**DD/MM/YYYY.....

Representing a **total duration** of (Number of months / weeks) (cross out items that do not apply)

The total duration of the internship is assessed in consideration of the actual presence of the student within the organization, taking into account any authorized time off and leaves of absence granted, as provided under article L.124-13 of the education code (art. L.124-18 of the French education code). Each period of at least 7 hours of presence, whether consecutive or otherwise, is considered equivalent to one day of internship work, and each period equal to at least 22 days of presence, consecutive or otherwise, is considered equivalent to one month.

Total amount of stipend paid to the intern:

The intern has received an internship stipend **totaling** €.....

Under French law, the internship certificate is an indispensable element, for consideration, subject to the payment of a fee, of the internship work in determining retirement benefits. Retirement pensions legislation (Law No. 2014-40 of January 20, 2014) grants students whose internship work is allocated a stipend the possibility of having such work validated within two calendar quarters, subject to the payment of a fee. The application is to be made by the student within the two years of the end of the internship, and requires the presentation of the internship certificate indicating the total duration of the internship and the total amount of the stipends paid. Specific information regarding the fee to be paid and the procedure to follow may be requested from the Social Security administration (Social Security Code, art. L.351-17 - Education Code, art. D.124-9).

SIGNED in
DATE

Name, position and signature of the representative of the host organization.