



Academic year:

Internship agreement between

1 - THE EDUCATIONAL OR TRAINING INSTITUTION

Name : Université de Bourgogne Europe
Address : Esplanade Erasme – 21000 DIJON
SIRET : 938 230 612 000 13
☎
Represented by (agreement-signing party) : Vincent THOMAS
Capacity of the representative : Président de l'université de Bourgogne Europe
Department/UFR : UFR Langues et Communication
Telephone:
E-mail: direction.langues@ube.fr
Address (if different from that of the institution) : 4 Boulevard Gabriel – 21000 DIJON

2 - HOST ORGANISATION

Name :
Address :
Country.....
Represented by (agreement-signing party) :
.....
Capacity of the representative :
.....
Department in which the internship will be conducted :
.....
Telephone:
E-mail:
.....
Location of internship (if different from that of the organisation) :
.....

3 - THE INTERN

Last name : First name : Sex: F M Date of Birth : ___/___/____
Address :
.....
Telephone E-mail:
TITLE OF INTERNSHIP OR TRAINING COURSE TAKEN AT THE INSTITUTION OF HIGHER EDUCATION, AND HOUR VOLUME (ANNUAL OR HALF-YEARLY):
.....

SUBJECT OF INTERNSHIP
Dates: From To
Representing a **total duration** of (Number of hours/days/weeks/months (cross out as appropriate))
Corresponding to days actually present at the host organisation
and corresponding to actual hours of attendance at the host organisation
Distribution, in case of intermittent attendance : hours per week or hours per day (cross out as appropriate)
Comments :
Each period equal to at least seven hours of presence, whether consecutive or not, is considered to be a day, and each period of at least 22 days of presence, whether consecutive or not, is considered to be a month (art. D124-6 Education Code).

SUPERVISION OF INTERN BY THE EDUCATIONAL INSTITUTION

Full name of academic advisor :
.....
Position (or discipline) :
☎ E-mail:

SUPERVISION OF INTERN BY THE HOST ORGANISATION

Full name of training supervisor :
.....
Position :
☎ E-mail:

Primary health insurance agency to contact in case of accident (in intern's place of residence, unless otherwise specified):
.....

Article 1 - Purpose of the Agreement

This Agreement governs the host organisation’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 their education in view of earning a diploma or certificate and facilitating their access to employment. The intern will be given one or more tasks in line with the educational plan established by the educational institution and approved by the host organisation.

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

ACTIVITIES ASSIGNED:

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SKILLS TO BE ACQUIRED OR DEVELOPED:

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Article 3 - Terms of Internship

The weekly duration of the intern’s presence at the host organisation will be hours, on a full time/part time basis (*cross out as appropriate*)

If the intern’s presence at the host organisation is to be required at night, on Sundays, or during a public holiday, specify these specific circumstances:

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Article 4 - Intern hosting and supervision

The intern will be supervised by their academic advisor, as designated in this agreement, as well as by the institution’s internship programme office.

The internship supervisor appointed by the host organisation 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.

The intern shall be permitted to return to their educational institution during the internship period in order to take the courses specifically required by the programme, or to attend meetings; the institution shall notify the host organisation of the corresponding dates.

The host organisation may permit the intern to travel.

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. The hosting organisation must not assign dangerous tasks to the intern.

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

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Article 5 - Stipend - Benefits

Abroad, local rules for stipends or remuneration apply.

When the internship takes place in France and lasts more than two months, whether consecutive or not, it is obligatorily subject to a stipend, except in cases where specific rules apply for certain French foreign communities and for internships covered by article L4381-1 of the public health code. The hourly amount of the stipend is set at 15% of the hourly social security ceiling stipulated in Article L.241-3 of the Social Security Code. A branch or a professional agreement may define an amount higher than this rate. The stipend of a maximum amount of 15% of the hourly social security ceiling is not subject to social security contributions. Beyond that, social security contributions are calculated based on the difference between the amount of the stipend and 15% of the hourly social security ceiling.

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

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

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

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

Internship durations qualifying for the payment of a stipend 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 organisation.

THE AMOUNT OF THE STIPEND is set at €..... per hour/day/month (*cross out as appropriate*)

5 bis - France - Access to Employee Rights – Benefits

(Private law organization in France, except for special rules applicable in certain French overseas territories):

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

The intern has access to the company restaurant or meal vouchers provided for in Article L.3262-1 of the French Labor Code, under the same conditions as employees of the host organization. They also benefit from the coverage of transportation costs provided for in Article L.3261-2 of the same code.

The intern has access to the social and cultural activities mentioned in article L.2312-78 of the Labour Code, under the same conditions as paid employees.

OTHER BENEFITS GRANTED:

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.....
.....

5 ter – France - Access to Employee Rights - Benefits

(Public law body in France, except in the case of specific rules applicable in certain French overseas communities):

Travel undertaken by an intern from a public law body between their home and their place of internship is covered under the conditions set out in Decree No. 2023-812 of 21 August 2023, as amended, establishing partial coverage of the cost of travel passes corresponding to travel undertaken by public servants between their usual place of residence and their place of work.

The place of internship indicated in this agreement is considered to be their administrative residence.

Translated with DeepL.com (free version) OTHER BENEFITS GRANTED:

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.....

Article 6 - Social Welfare Coverage Framework

During the internship, the intern will benefit from health and accident protection provided that they are covered by a social security scheme and provided that French law applies.

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

For internships conducted abroad, the following provisions shall apply, subject to compliance with the legislation in effect in the host country and the laws governing the host organisation.

6-1 Stipend of a maximum amount of 15% of the hourly social security ceiling

The stipend is not subject to payroll tax. The intern is covered by legislation on workplace accidents under the students' framework set forth in article L.412-8 no. 2 of the Social Security code.

In the event the intern suffers an accident while performing activities at the internship location or locations, when commuting, or on the premises provided for the needs of the internship and for students in medicine, dental surgery, or pharmacy without hospital affiliation during the internship carried out under the conditions provided for under b in section 2e of article L. 412-8, the hosting organisation will send the declaration to the Caisse Primaire d'Assurance Maladie or the competent fund (see address on page 1) mentioning the educational establishment as employer, with a copy for the educational establishment.

6.2 Stipend greater than 15% of the social security hourly ceiling

In the event the intern suffers an accident either during activities of the hosting organisation, when commuting, or on the premises provided for the needs of their internship, the hosting organisation will take all the necessary steps together with the Caisse Primaire d'Assurance Maladie and informs the establishment as soon as possible.

6.3 - Health Insurance for interns working abroad

1) Coverage originating from the French students' coverage framework

- for internships within the European Economic Area (EEA) conducted by nationals of a State of the European Union or of Norway, Iceland, Liechtenstein or Switzerland, or of any another State (in the latter case this provision shall not apply to 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, and 106 for university internships);

- In all other cases, students who incur medical expenses may be reimbursed by the supplementary mutual insurance company serving as their student Social Security Agency, upon their return and upon presentation of receipts: reimbursement shall then be provided 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 an 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 organisation if it provides health coverage to interns under local law (see item 2 below).

2) Social welfare protection from the host organisation

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

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

NO: Coverage thus exclusively from retention abroad of 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 six months, including any extensions;

- not result in any remuneration likely to give entitlement to work accident protection in the host country; an allowance or stipend is accepted within the limit of 15% of the hourly social security ceiling

(see point 5), and subject to the agreement of the Caisse Primaire d'Assurance Maladie to the request for retention of entitlement

- take place exclusively within the organisation signing this agreement;
- take place exclusively in the abovementioned foreign host country.

When these conditions are not met, the host organisation 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 organisation.

3) Coverage applies to 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 nation and the internship location,
- as part of an assignment provided by the intern's host organisation by means of a formal assignment mandate,
- during the first trip from their domicile to their place of residence during the internship (travel on the internship start date),
- during the final return trip from their residence during the internship to their personal domicile.

4) In the event that one of the conditions set forth in section 6.4-1/ is not satisfied, the host organisation commits to cover the intern against 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 their internship, the host organisation must immediately notify the educational institution of the accident;
- if the student performs limited assignments outside of the host organisation or outside of the internship country, the host organisation must take all necessary steps to provide the student with the appropriate insurance.

Article 7 - Liability and Insurance

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

For internships abroad or in French 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 organisation makes a vehicle available to the intern, it is the host's responsibility to check beforehand that the car's insurance policy includes coverage for its use by a student.

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

Article 8 - Discipline

The intern is subject to the applicable internal disciplinary and regulatory terms, which are brought to their attention prior to the start of the internship, particularly in regard to schedules and to the health and safety regulations in effect at the host organisation.

Disciplinary measures may only be imposed by the educational institution. In such cases, the host organisation shall inform the academic advisor and the institution of the infringements and shall provide any supporting evidence.

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

Article 9 - Leave - Internship Interruption

When the internship takes place in France (except in cases where specific rules apply for certain French foreign communities or bodies governed by public law), in the event of pregnancy, paternity, or adoption, the intern benefits from leave and leave of absence of a duration equivalent to that provided for employees in accordance with articles L.1225-16 à L.1225-28, L.1225-35, L.1225-37, L.1225-46 of the Labour Code.

Time off or leaves of absence are possible for internships lasting more than 2 months but less than 6 months.

NUMBER OF DAYS OF AUTHORISED LEAVE / or terms of time off and leaves of absence during the internship:

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Abroad, leave is not obligatory.

Any temporary or permanent interruption of the internship will be communicated to the signatories of the agreement.

The host organisation shall notify the educational institution of any other 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 organisation 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 organisation, intern, educational institution) wish to put an end to the internship, such party must immediately inform the other two parties in writing. The reasons given will be closely examined. The definitive decision to terminate the internship shall be made after this process.

Article 10 - Duty of non-disclosure and confidentiality

The duty of non-disclosure and confidentiality is mandatory and will be respected by the host organisation according to its specifications. The intern commits to refrain from using any information they collect

or obtain, under any circumstances, for purposes of publication or disclosure to third parties without prior consent of the host organisation, 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 keep, remove or copy any documents or software of any kind belonging to the host organisation, except upon prior approval from the latter.

For the purposes of preserving the confidentiality of the information contained in the internship report, the host organisation may request a restriction on the distribution of the report, or the removal of certain confidential information.

The people who have access to the report are bound by professional secrecy to neither use nor disclose the information it contains.

Article 11 - Intellectual Property

In France, if the host organisation is a legal entity, governed by private or public law, conducting research, the property rights to software created and inventions made by the intern in the course of their duties, as described in Article 2 of this agreement, shall be transferred to the host organisation in accordance with Articles L113-9-1 and L611-7-1 of the Intellectual Property Code. The financial compensation to which the intern inventor and, where applicable, author is entitled shall be determined in accordance with Articles R611-14-1 and R611-21 of the aforementioned Code and Articles D532-7 et seq. of the Research Code.

In accordance with the provisions of Article R611-21(2) of the Intellectual Property Code, the host organisation referred to in that article specifies the conditions here:

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In other cases, if the intern's activity gives rise to the creation of a work protected by copyright (including software) or industrial property, a contract for the transfer of rights must be signed between the intern (author/inventor) and the host organisation. The agreement must 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 financial compensation due to the intern for the transfer.

Article 12 - End of internship - Report – Evaluation

1) Internship certificate: at the end of the internship, the host organisation shall issue a certificate, a template for which is included

as an appendix hereto, indicating at minimum the effective duration of the internship, and, if applicable, the amount of the stipend paid. The intern will need to produce this certificate as supporting documentation in applying for benefits under the general retirement insurance framework, as provided under article L.351-17 of the social security code;

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 they will evaluate the quality of the reception they were given by the host organisation. This document will not be taken into consideration in their evaluation, or in awarding their diploma or certificate.

3) Evaluation of the intern's activity: Once the internship has ended, the host organisation shall fill out an assessment form on the intern's activity, which it will return to the academic advisor (or specify if there is an additional form attached or assessment procedures were previously established in cooperation with 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 additional form).....

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

5) Neither the academic supervisor from the host organisation, nor any member of the host organisation invited to visit the educational institution for the 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 - Courts with jurisdiction

This agreement shall be governed exclusively by French law.

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

In accordance with regulations governing the protection of personal data, the intern must be informed of how personal data that they will have been required to provide to the training establishment and hosting organisation is handled.

EXECUTED AT

DATE

FOR THE EDUCATIONAL INSTITUTION

Name and signature of the representative of the institution

.....

INTERN (AND LEGAL REPRESENTATIVE IF ANY)

Name and signature

.....

The intern's academic advisor

Name and signature

.....

FOR THE HOST ORGANISATION

Name and signature of the representative of the host organisation

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THE INTERNSHIP SUPERVISOR FOR THE HOST ORGANISATION

Name and signature

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