

Internship agreement


 Convention n°4 - version anglaise

THE EDUCATIONAL OR TRAINING INSTITUTION

Name: **Université Pierre et Marie Curie (Paris VI) - UPMC**

Address: **4, Place Jussieu, 75252 PARIS Cedex 5**

Represented by (agreement-signing party):

Capacity of the representative:

☎: 01 44 27 45 99

Email:

Department/ UFR/Composante:

☎: 01 44 27 48 77

Email:

Address (if different from that of the institution):

HOST ORGANIZATION

Name:

Address:

Represented by (agreement-signing party):

Capacity of the representative:

☎:

Email:

Department in witch the internship will be conducted:

☎:

Email:

Location of internship (if different from that of the institution):

THE INTERN

Number of student:

Last name:

First name:

Sex: F M Date of Birth:

Address:

☎:

Email:

Title of internship taken at the institution of higher education:

Hour volume annual:

SUPERVISION OF INTERN BY THE EDUCATION INSTITUTION

First and Last name of academic advisor:

Position:

☎:

Email:

SUPERVISION OF INTERN BY THE HOST ORGANIZATION

Full name of training supervisor:

Position:

☎:

Email:

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

SUBJECT OF INTERNSHIP:

COMPULSORY EDUCATION OPTIONAL EDUCATION REORIENTATION YEAR OUT

DATES: FROM _____ TO _____ ; FROM _____ TO _____

REPRESENTING A TOTAL DURATION OF: _____ Number of _____ weeks _____ months

corresponding to: _____ actuals days of attendance at the host organization

and corresponding to: _____ actuals hours of attendance at the host organization

Distribution, in case of discontinuous attendance: _____ Number of hours _____ per week _____ per hour _____ per day

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

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

THE AMOUNT OF THE STIPEND is set at € _____ per _____ hour _____ day _____ month

OTHER BENEFITS GRANTED:

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

SKILLS TO BE ACQUIRED OR DEVELOPED:

ACTIVITIES ASSIGNED:

NUMBER OF ECTS (if applicable):

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 shall apply.

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 conformance 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.

Article 3 - 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.

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

The host organization 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.

Article 4 - Stipend - Benefits

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

The amount of the hourly stipend shall be 15% of the hourly ceiling for social security established pursuant to article L.241-3 of the Social Security Code. A sector-specific convention or labor agreement may set an amount greater than that rate.

Stipends 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.

Stipends 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 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 conducted.

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 organization.

Article 5 - 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. For internships conducted abroad, the following provisions shall apply, subject to their conformance with the legislation in effect in the host country and the laws governing the host organization.

5.1 - Health Insurance for interns working abroad - 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 or of Norway, Iceland, Liechtenstein or Switzerland, or of any another 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, and 106 for university internships);
- 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 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).

5.2 - 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; 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 nation 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 domicile 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.

4) 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 6 - 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 makes a vehicle available to the intern, 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 7 - 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 case, 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 8 - Leave - Internship Interruption

In France (except as provided under special regulations applicable for certain French overseas collectivities or for organizations under public law), in case of pregnancy, paternity or adoption, the intern shall be granted time off and leaves of absence for a period equivalent to that granted to employees under articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37, and L.1225-46 the labor code.

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

The host organization 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 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) wish 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 9 - 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 to not retain, remove, or copy any documents or software of any kind belonging to the host organization, except upon prior approval from the latter.

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 10 - 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 11 - 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 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 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 (or specify form attached or assessment procedures previously established in cooperation with the academic advisor).

4) 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 12 - 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 _____, This day the _____

FOR THE EDUCATIONAL INSTITUTION

Name and signature of the representative of the institution

FOR THE HOST ORGANIZATION

Name and signature of the host organization

THE INTERN'S ACADEMIC ADVISOR

Name and signature

THE INTERNSHIP SUPERVISOR FOR THE HOST ORGANIZATION

Name and signature

INTERN (AND LEGAL REPRESENTATIVE IF ANY)

Name and signature