

Academic Year : 2021-2022

Internship Contract

<u>THE HIGHER EDUCATION INSTITUTION</u>	<u>THE HOST ORGANISATION</u>
<p>Name of institution : Lycée Carcouët</p> <p>Address : 115 Bd du Massacre B.P. 98430 44184 NANTES Cedex 4 ☎ (+33) 02 40 16 18 18.....</p> <p>Represented by: (name of person signing contract) : Dominique DURAND.....</p> <p>Representative's Title : ...Proviseur.....</p> <p>Department/Faculty : BTS : Commerce International Communication Services Informatiques aux Organisations Tourisme</p> <p>email : ce.0441993c@ac-nantes.fr</p>	<p>Name :</p> <p>Address :</p> <p>Represented by: (name of person signing contract) : </p> <p>Representative's Title :</p> <p>Name of department where internship will take place : </p> <p>☎</p> <p>email : </p> <p>Place of internship (if different from host organisation address) : </p>

<u>THE INTERN STUDENT</u>
<p>Name : Surname : Gender : F M Date of birth :</p> <p>Address :</p> <p>☎ email :</p> <p>TITLE OF COURSE TAKEN AT THE HIGHER EDUCATION INSTITUTION AND HOURLY VOLUME : Commerce International Communication Services Informatiques aux Organisations Tourisme</p>

<u>SUBJECT OF INTERNSHIP</u>
<p>.....</p> <p>.....</p> <p>Dates of internship : From..... to.....</p> <p>Length of internship : hours / weeks / months <i>(cross out the options which do not apply)</i></p> <p>And corresponding to Days of actual presence in the host organisation</p> <p>Distribution if intermittent presence : number of hours per week or number of hours per day <i>(cross out the option which does not apply)</i>.</p> <p>Comment :</p>

<u>SUPERVISION OF INTERN PROVIDED BY THE HIGHER EDUCATION INSTITUTION</u>	<u>SUPERVISION OF INTERN PROVIDED BY THE HOST ORGANIZATION</u>
<p>Name and surname of academic tutor: </p> <p>Academic tutor's title :</p> <p>☎ (+33) 02 40 16 18 18 email :</p>	<p>Supervisor's name and surname :</p> <p>Supervisor's title : </p> <p>☎ email :</p>

<p>Healthcare insurance office to be contacted in the event of an accident (place of residence of student unless otherwise indicated) : </p>
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Based on the French Code of Public Health, in particular articles L. 3131-1 and articles thereafter;
Based on the French Code of Education, in particular articles L. 124-1 to L. 124-20, L. 612-11 and D. 124-1 to D. 124-9; D714-21 and following
Based on the French Code of Social Security, in particular articles L. 242-4-1, L. 412-8 and D. 242-2-1 ;
Based on the French Code of Labour in particular articles L. 1221-13 and D. 1221-23 and articles thereafter;
Based on the French Decree n° 2020-1257 of e October 14th 2020
Based on the French national protocol TO ENSURE THE HEALTH AND SAFETY OF EMPLOYEES FACING THE COVID-19 EPIDEMIC, October 29 2020

Based on the consultation of the Training and University Life Commission and the opinion of the establishment's Board of Directors;

Prerequisite:

Internships in France: Given the exceptional circumstances due to the Covid 19 pandemic, it is understood between the parties that they will have verified beforehand that the missions entrusted to the intern lend themselves to face-to-face and / or remote work and that they have the appropriate equipment .;

The tutors check the possibility of use by the parties of adequate communication tools.

The internship can only be carried out face to face and in strict compliance with the national protocol of October 29, 2020 and any hygiene, safety and health provisions applicable to the host organisation.

It is understood between the parties that in the event of total confinement, the internship will automatically switch to a remote internship or be the subject of a suspension by amendment if a remote internship is not possible.

Internships for medical and paramedical students are subject to specific provisions.

A medical examination will be automatically organised for all students exposed to a particular risk during their internship.

Contact preventive medicine: _____

Internships outside France: Given the exceptional circumstances due to the Covid 19 pandemic, it is understood between the parties that they will have verified beforehand that:

- If the internship takes place face-to-face, specific repatriation insurance is taken out by the intern for the return, in the event of confinement or other circumstances making it impossible to continue the internship.

- The missions entrusted to the trainee are suitable for face-to-face and / or remote work and that they have the appropriate equipment.

The tutors check the possibility of use by the parties of adequate communication tools.

The internship can only be carried out face-to-face in strict compliance with any hygiene, safety and health provisions applicable to the host organisation.

It is understood between the parties that in the event of confinement, the internship will automatically switch to a remote internship or be the subject of a suspension by amendment if a remote internship is not possible, in addition to the repatriation arrangements.

The trainee hereby agrees to report before their departure on ARIANE:
<https://pastel.diplomatie.gouv.fr/fildariane/dyn/public/login.html>

Any trainee infected with Covid19 during their internship must comply with the conditions prescribed in the host country, in particular in terms of quarantine. The French Educational Institution cannot be required to repatriate the trainee.

A medical examination will be automatically organised for all students exposed to a risk during their internship.

Contact of preventive medicine: _____

Contact in case of emergency: (other than the trainee): _____

Only for student :

Complément obligatoire pour les stages à l'étranger

L'étudiant s'engage sur l'honneur à respecter les mesures indiquées dans le document ci-dessus de son contrat d'assurance rapatriement.

Signature :

Date : _____ à Nantes,

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, taking into account the exceptional circumstances due to COVID 19.

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 higher education institution and the host organisation according to the general curriculum of training offered. Duties to be carried out:

.....
.....

Skills to be acquired or developed :

.....
.....

Article 3: Practical terms of internship

The maximum weekly amount of time the intern will be present at the place designated in header is hours..

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

It is forbidden to assign to trainee tasks that are dangerous to his/her health or safety.

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 - Reception and supervision of the intern

The intern is supervised by the referent teacher designated in this agreement as well as by the department of the institution in charge of internships.

The internship tutor designated by the host organisation in this agreement is responsible for monitoring the intern and optimising the conditions for carrying out the internship in accordance with the pedagogical stipulations defined.

FRAMEWORK OF SUPERVISION (visits, telephone appointments, etc.)

.....
.....

If sanitary conditions allow, , the trainee is authorised to return to his educational establishment during the internship to follow courses explicitly requested by the program, or to participate in meetings (the dates of which are brought to the attention of the host organisation by the establishment), otherwise, the host organisation may authorise the intern to travel, except for internships abroad.

Any difficulty that arises in carrying out and running the internship, whether noted by the intern or by the internship tutor, must be brought to the attention of the referent teacher and the educational institution in order to be resolved as soon as possible.

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

In France, where the duration of the internship period is longer than two consecutive months or not, the latter must be the subject of a gratuity, except in the case of special rules applicable in certain French overseas communities and for courses covered by Article L4381-1 of the French Public Health Code. Remuneration is fixed at 15% of the hourly social security limit defined in accordance with article L.241-3 of the French Code of Social Insurance. A branch collective agreement or a professional agreement may define an amount higher than this rate.

The remuneration due by a body governed by public law may not be combined with remuneration paid by that body during the period concerned.

The remuneration shall be due without prejudice to the reimbursement of the costs incurred by the intern to carry out his internship and the benefits, if any, offered for food, accommodation and transport.

Article 5 (continued)

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.

In the event of suspension or termination of this agreement, the amount of the remuneration due to the intern student shall be prorated according to the duration of the internship period.

The duration of the remuneration shall be assessed taking into account this agreement and any amendments thereto, as well as the number of days the intern student is actually present in the organisation.

Amount of remuneration fixed at € per hour / day / month (~~cross out the option which do not apply~~).

Article 5a – Access to Employee Rights – Benefits (Body governed by private law in France except in the case of special rules applicable in certain French overseas communities) :

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

The intern student shall have access to the company restaurant or restaurant vouchers provided for in Article L.3262-1 of the French Employment Code, under the same conditions as the employees of the host organisation. It also benefits from the transportation costs provided for in article L.3261-2 of the same code.

The intern student shall have access to the social and cultural activities referred to in Article L.2323-83 of the French Employment Code under the same conditions as employees.

The host organisation undertakes to comply with the national protocol of release from lockdown and, where appropriate, the published job descriptions.

OTHER BENEFITS GRANTED:
.....

Article 5b – Access to Employee Rights – Benefits (Body governed by public law in France, except in the case of special rules applicable in certain French overseas communities) :

Journeys made by the intern student of a public law body between their home and their place of internship are taken over under the conditions set by French decree no. 2010-676 of 21 June 2010 introducing a partial charge for the price of subscription tickets corresponding to the trips made by public servants between their habitual residence and their place of work.

The trainee who is admitted to a body governed by public law and who carries out a mission in this context shall be reimbursed for temporary travel expenses in accordance with the regulations in force.

The place of administrative residence shall be the place where the internship takes place, specified in this internship contract.

OTHER BENEFITS GRANTED:
.....

Article 6 – Social insurance

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 of up to 15% of the hourly social security ceiling

In France, the remuneration is not subject to social contributions.

The intern student benefits from the legislation on accidents at work under the student scheme of Article L.412-8 2° of the French Code of Social Insurance. In the event of an accident or occupational disease occurring to the intern student either during activities in the organisation, or during the journey, or on the premises rendered useful for the purposes of the internship and for medical students, in dental surgery or pharmacies who do not have a hospital status during the course carried out under the conditions provided for in b of the 2nd article L.412-8 of the French Code of Social Insurance, the host organisation sends the declaration to the « Caisse Primaire d'Assurance Maladie » or the competent sickness fund (see address on page 1)

6.2 – Remuneration in excess of 15 % of the hourly social security ceiling:

In France, social contributions are calculated on the difference between the amount of the remuneration and 15% of the social security hourly ceiling.

In the event of an accident occurring to the intern student either during activities in the organisation, or during the journey, or at places made useful for the purposes of his internship, the host organisation shall make all necessary representations and inform the higher education 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 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 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 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 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 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 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) 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 organisation and the intern student, subject to the maximum duration of the training period fixed by law (6 months).

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.

(travel on the internship start date),

during the final return trip from his/her residence during the internship to their personal home.

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 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 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 him/her with the 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, brought to their attention before the start of the internship, in particular in relation to hours of work, and hygiene and safety regulations in force within the host organisation.

The intern student undertakes to report any malfunction in terms of health and safety to his/her host organisation AND their higher education institution. Disciplinary procedures may only be determined by the HE institution. In the event of a breach of discipline, the host organisation should inform the academic tutor and the higher education 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 – Interruption of internship

In France (except in the case of special rules applicable in certain French overseas communities or in bodies governed by public law), in the event of pregnancy, paternity or adoption, the intern student shall be granted leave and absence authorisations of a duration equivalent to that laid down for employees in articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37, L.1225-46 of the French Employment Code

For internships with a duration of more than two months and within the maximum duration of 6 months, leave or leave of absence are possible.

NUMBER OF DAYS OF AUTHORISED LEAVE or terms of leave and absences during the probationary period :

For any other temporary interruption of the internship (illness, unjustified absence, etc.) the host organisation informs the higher education institution by mail.

Any interruption of the internship shall be reported to the other parties to the contract and to the academic tutor. A validation procedure is set up by the higher education institution, if necessary. In case of agreement of the parties to the internship contract, a postponement of the end of the internship is possible in order to allow the completion of the total duration of the internship initially planned. This postponement will be the subject of an amendment to the internship agreement.

An amendment to the internship contract may be drawn up in the event of an extension of the internship period at the joint request of the host French jurisdiction.

the gratuity received. The trainee must produce this certificate in support of his possible application for entitlement to the general pension insurance scheme provided for in Art. L.351-17 of the Social Insurance Code.

2) Quality evaluation of the internship : At the end of the internship, the

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 France, 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 – End of the internship – Report – Evaluation

1) Internship certificate : At the end of the internship, the host organisation will provide the intern with an internship certificate (see appendix), stating at least the effective duration of the internship and, if applicable, the amount of

parties to this internship contract are invited to make an assessment of the quality of the internship.

The internship student shall send a document to the competent department of the higher education institution in which they assess the quality of the reception received within the host organisation. This document is not taken into account in its evaluation or in obtaining the diploma or certification.

3) Evaluation of the student’s activity : At the end of the internship, the host organisation will complete an evaluation form in relation to the performance of the intern (see appendix) which should be returned to the academic tutor of the higher education institution.

4) Pedagogical assessment methods : 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 :

5) 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 higher education institution.

Article 13 – 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

AT _____ DATE _____

On behalf of the higher education institution

Name and signature of representative
Le Proviseur, Dominique DURAND

On behalf of the host organisation

Name and signature of representative
.....

Intern student (or his legal representative, if appropriate)

Name and signature
.....

Academic tutor - Higher education institution

Name and signature

Supervisor - Host organization

Name and signature

Appendix : Ⓛ Internship certificate (next page)
 Ⓜ Other documents, if appropriate

① Internship certificate

HOST ORGANISATIONS LOGO

INTERNSHIP CERTIFICATE To be given to the student , at the end of the internship

HOST ORGANISATION

Name or **Legal** name :

Address :

☎

Certifies that

THE INTERN STUDENT

Name : Surname : Gender : F M Date of birth : ___ / ___ / _____

Address :

☎ Email :

STUDYING IN (Title of course taken at the higher education institution) :

AT (Name of higher education institution) :

Has completed a planned internship as part of his/her studies

LENGTH OF INTERNSHIP :

Start and end dates : **From** (DD/MM/YYYY)..... **To** (DD/MM/YYYY).....

Representing a **total duration** of :..... (Number of month / Number of weeks) (*cross out the option which does not apply*)

The total duration of the internship is assessed taking into account the actual presence of the trainee in the organisation, subject to the rights to leave and leave of absence provided for in **article L.124-13 of the French Code of Education (art. L.124-18, French Code of Education)**. Each period at least equal to 7 consecutive hours of presence shall be deemed to be equivalent to one probationary day and each period at least equal to 22 consecutive days shall be deemed to be equivalent to one month.

AMOUNT OF REMUNERATION :

The intern student received an internship remuneration for a **total amount** of €

*In France, **the certificate of internship** is essential in order to be able, subject to the payment of a contribution, to have the internship taken into account in the pension rights. The pension legislation (law No. 2014-40 of January 20, 2014) opens the possibility for students **whose internship has been rewarded** to have it validated within the **limit of two terms**, subject to the **payment of a contribution**.*

***The application is to be made by the student within two years** after the end of the internship and **on compulsory presentation of the internship certificate** stating the total duration of the internship and the total amount of the gratuity received. The precise information on the contribution to be paid and the procedure to be followed should be requested from the social insurance (French Code of Social Insurance Art. L.351-17 – French Code of Education Code Art.D.124-9).*

AT **DATE**,.....

Name, title and signature of host organisation's representative