

Guide to the template internship agreement

(Notice à la convention de stage type)

version 11

These instructions are intended to serve as a guide for the implementation of this internship agreement, and to provide a detailed analysis of the agreement. It is not exclusive of any internal instructions regarding internships that may be provided by the institution of higher education. It will include informational elements from the training agreement, supplemented by legal or practical elements regarding the implementation of the agreement.

La présente notice a vocation à encadrer la mise en œuvre de la convention de stage et à détailler l'analyse de la présente convention. Elle n'est pas exclusive de la rédaction par l'établissement d'enseignement supérieur d'une note interne relative aux stages. Elle comportera des éléments d'informations de la convention de stage auxquels s'ajouteront des éléments juridiques ou pratiques de mise en œuvre de la convention.

A careful reading of the agreement, prior to its signature by the parties, is indispensable.

Une lecture attentive de la convention est indispensable avant signature des parties.

Definitions

(Définitions)

Internship: The internship is a temporary period of time spent working in a professional environment, during which students acquire professional skills and put into practice the knowledge gained from their training, with a view to obtaining a degree or certification and facilitating their professional integration. The intern is given one or more tasks, consonant with the educational plan established by their educational institution and approved by the host organization.

Stage : Le stage correspond à une période temporaire de mise en situation en milieu professionnel au cours desquelles l'étudiant acquiert des compétences professionnelles et met en œuvre les acquis de sa formation en vue d'obtenir un diplôme ou une certification et de favoriser son insertion professionnelle. Le stagiaire se voit confier une ou des missions conformes au projet pédagogique défini par son établissement d'enseignement et approuvées par l'organisme d'accueil.

Intern (here): students in initial training.

Stagiaire (ici): étudiants en formation initiale.

Host institution: this is the legal entity that hosts the intern for the period provided under the training agreement. The host organization may take any legal form: public or private enterprise, public institution, government, association, hospital, foreign organization, etc.

Organisme d'accueil : il s'agit de l'entité juridique qui accueille le stagiaire pendant la durée prévue dans la convention de stage. L'organisme d'accueil peut avoir toutes les formes juridiques : entreprise publique ou privée, établissements publics, administrations, associations, hôpitaux, organismes étrangers, etc.

Scope of internships covered by this agreement: the template internship agreement applies to internships performed at any type of host organization by students in initial training.

There are exceptions to the obligation to provide a stipend. It is recommended that partners keep informed of the applicable regulations (for example: article L4381-1 of the Public Health Code: internships with paramedics, internships in certain Overseas Collectivities, internships abroad).

Champ des stages couverts par la présente convention : la convention de stage type s'applique aux stages effectués dans tout type d'organisme d'accueil, par des étudiants en formation initiale.

Des exceptions à l'obligation de gratification existent. Il convient pour les partenaires de se tenir informés de la réglementation applicable (ex.: article L4381-1 du code de la santé publique : stages auprès des auxiliaires médicaux, stages dans certaines Collectivités d'Outre-Mer, stages à l'étranger).

The template internship agreement does not apply to specific internships, governed by specific rules.

La convention de stage type ne s'applique pas aux stages spécifiques, régis par des textes particuliers.




Specific case :

(Cas particulier)

Handicapped interns: adjustments to the internship need to be planned, and can be covered in appendices to the agreement. (Article L. 5212-7 of the Labor Code)

Stagiaires en situation de handicap : des aménagements de stages doivent être prévus et pourront faire l'objet d'une annexe à la convention. (Article L. 5212-7 du code du travail)

Text of the internship agreement (Texte de la convention de stage)	Explanations – guidance (Explications – conseils)
<p>Academic year:</p> <p style="text-align: center;">Internship agreement between</p> <p>NB: for the sake of simplicity, the persons referred to in this document are designated "he"</p>	<p>The academic year may differ from one institution to another: it starts with the registration dates set by their presidents, and ends depending on the dates set by the institution; verification of the periods when internships can be performed is recommended.</p> <p>L'année universitaire peut être différente d'un établissement à l'autre : elle commence dans avec les dates d'inscription fixées par les présidents et se termine en fonction des dates décidées par l'établissement : il convient de vérifier les périodes pendant lesquelles les stages sont possibles.</p>
<p style="text-align: center;">1 - THE EDUCATIONAL OR TRAINING INSTITUTION</p> <p>Name Address ☎ Represented by (agreement-signing party) Capacity of the representative Department/"UFR" ☎ email Address (if different from that of the institution)</p>	<p>Full name (example: Université Paul-Valéry Montpellier) Address and country of the institution's headquarters Telephone: remember to indicate 0033 for internships abroad Preferably the President or Director</p> <p>Nom complet (ex : Université Paul-Valéry Montpellier) Adresse du siège de l'établissement et pays Téléphone : attention à préciser 0033 pour les stages à l'Etranger De préférence le président ou directeur</p> <p>Example: Psychological Research and Training Unit Preferably the telephone of the Academic Secretary Exemple : Unité de formation et de recherche de Psychologie Téléphone du secrétariat pédagogique de préférence</p>
<p style="text-align: center;">2 - HOST ORGANIZATION</p> <p>Name Address Represented by (agreement-signing party) Capacity of the representative Department in which the internship will be conducted ☎ email Location of internship (if different from that of the organization)</p>	<p>Full Name Address of headquarters and country of the host organization + SIRET number if appropriate Name of officer authorized to sign</p> <p>Nom complet Adresse du siège de l'organisme d'accueil et pays + SIRET le cas échéant Nom du dirigeant habilité à signer</p> <p>Department telephone number (remember to include foreign dialing codes) Téléphone du service (attention aux indicatifs à l'étranger)</p>

<p>3 - THE INTERN</p> <p>Last name First name Sex : F <input type="checkbox"/> M <input type="checkbox"/> Date of Birth : ___/___/_____ Address  email</p> <p>TITLE OF INTERNSHIP OR TRAINING COURSE TAKEN AT THE INSTITUTION OF HIGHER EDUCATION, AND HOUR VOLUME (ANNUAL OR HALF-YEARLY)</p>	<p>Surname <i>Remember: The collection of Social Security numbers is prohibited Preferably the permanent address for the intern - postcode and country Preferably the mobile phone number Email address used by the intern</i></p> <p>Nom patronymique <i>Rappel : il est interdit de collecter les numéros de sécurité sociale Adresse permanente du stagiaire de préférence – code postal et pays Portable de préférence Adresse mail consultée par le stagiaire</i></p> <p><i>REQUIRED FIELD Article D124 of the Education Code: “The periods for workplace training and internships defined in Article L. 124-1 are integrated into a training course wherein the pedagogical load of teaching conducted in the presence of high school or college students must amount to two hundred hours of teaching per year, minimum. Periods spent in workplace training or internships are not included in this calculation of pedagogical load.” Example: Master’s 2 in preventive archeology - 400 hours per year.</i></p> <p><i>MENTION OBLIGATOIRE Article D124-du code de l’éducation : « Les périodes de formation en milieu professionnel et les stages définis à l'article L. 124-1 sont intégrés à un cursus de formation dont le volume pédagogique d'enseignement effectué en présence des élèves ou des étudiants est de deux cents heures au minimum par année d'enseignement. Les périodes de formation en milieu professionnel ou les stages n'entrent pas dans le décompte de ce volume pédagogique. » Ex. : master 2 en archéologie préventive – 400 heures annuelles</i></p>
<p>SUBJECT OF INTERNSHIP</p> <p>Dates : From To</p> <p>Representing a total duration of (Number of Weeks / Months) corresponding to actual days of attendance at the host organization and corresponding to actual hours of attendance at the host organization</p> <p>Distribution, in case of discontinuous attendance: Number of hours per week or hours per day</p> <p>Comments</p>	<p><i>Indicate the subject here: example: study of artificial reefs in the Indian Ocean Indiquer ici le sujet : ex. étude sur les récifs artificiels de l’Océan Indien</i></p> <p><i>From date to date (example: 2/1/2015 to 5/31/2015) REQUIRED FIELD Indicate the total number of hours; used to calculate the stipend and the internship duration Maximum duration threshold: the internship must not exceed 6 months, i.e. 924 hours De date à date (ex. du 1/02/2015 au 31/05/2015) MENTION OBLIGATOIRE Indiquer le nombre d’heures totales permet de calculer la gratification et la durée du stage Seuil de durée maximale : le stage ne doit pas être supérieur à 6 mois, soit 924 heures</i></p> <p><i>Total duration: effective presence of the intern (automatic calculation on PSTAGE) REQUIRED FIELD Calculation: 7 hours = 1 day / 154 hours = 22 days = 1 month / 924 hours = 6 months of internship Specify here if part-time Durée totale : présence effective du stagiaire (calcul automatique sur PSTAGE) MENTION OBLIGATOIRE Calcul : 7 heures = 1 jour / 154 heures = 22 jours = 1 mois / 924 heures = 6 mois de stage Préciser ici si temps partiel</i></p> <p><i>Specify here, in particular, if the internship will be discontinuous: for example, from 2/1/2015 to 2/28/2015, and then from 4/1/2015 to 6/30/2015 Préciser ici, notamment, si le stage est discontinu : exemple : du 01/02/2015 au 28/02/2015 et du 01/04/2015 au 30/06/2015</i></p>
<p>SUPERVISION OF INTERN BY THE EDUCATIONAL INSTITUTION</p> <p>First and Last name of academic advisor Position (or discipline)  email</p>	<p><i>Name of academic advisor REQUIRED FIELD E.g.: Lecturer in Modern History Nom de l’enseignant-référent MENTION OBLIGATOIRE Ex : maître de conférences en histoire contemporaine</i></p>
<p>SUPERVISION OF INTERN BY THE HOST ORGANIZATION</p> <p>Full name of training supervisor Position  email</p>	<p><i>Name of supervisor at the host organization: REQUIRED FIELD Nom du tuteur dans l’organisme d’accueil : MENTION OBLIGATOIRE</i></p>
<p>Primary health insurance agency to contact in case of accident (corresponds to intern’s place of residence, unless otherwise specified)</p>	<p><i>Procedure provided by Articles L441-2 and R444-2 of the Social Security Code Modalité prévue par l’article L441-2 du code de la sécurité sociale et R444-2 du même code</i></p>
<p>Article 1 - Purpose of the Agreement This Agreement governs the host organization’s relationship with the educational institution and the intern.</p>	
<p>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. ACTIVITIES ASSIGNED: SKILLS TO BE ACQUIRED OR DEVELOPED:</p>	<p><i>Definition of Article L124-1 of the Education Code Définition de l’article L124-1 du code de l’éducation</i></p> <p><i>Activities assigned based on the training objectives and the skills to be acquired or developed: REQUIRED FIELD</i></p>

	<p>List here, for example: drafting memos, attending meetings, creating a communications tool ...</p> <p>Skills to be acquired or developed: REQUIRED FIELD</p> <p>The skills to be acquired may correspond to those listed in the national directory of professional certifications: http://www.rncp.cncp.gouv.fr/</p> <p>Example: Project management</p> <p>Activités confiées en fonction des objectifs de formation et des compétences à acquérir ou à développer : MENTION OBLIGATOIRE</p> <p>Lister ici par exemple : rédaction de notes, participation à des réunions, création d'un outil de communication, ...</p> <p>Compétences à acquérir ou à développer : MENTION OBLIGATOIRE</p> <p>Les compétences à acquérir peuvent correspondre au répertoire national des certifications professionnelles : http://www.rncp.cncp.gouv.fr/</p> <p>Ex. : gérer des projets</p>
<p>Article 3 - Terms of Internship</p> <p>The weekly duration of the intern's presence at the host organization will be hours, on a full time / part time basis (cross out the inappropriate item)</p> <p>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</p>	<p>Intern's weekly physical presence: REQUIRED FIELD</p> <p>Indicate the intended working time scheduled at the host organism, according to the applicable regulations (a minor may not be present more than thirty-five hours per week, and no more than 7 hours per day)</p> <p>Full Time - Part Time - Night - Sunday, etc.: a timetable should be provided in order to record the intern's actual presence</p> <p>Presence - if any - at night, on Sundays, or public holidays: REQUIRED FIELD</p> <p>Durée hebdomadaire de présence effective du stagiaire : MENTION OBLIGATOIRE</p> <p>Indiquer le temps de travail prévu dans l'organisme d'accueil en fonction des règles applicables (un mineur ne peut pas être présent plus de trente-cinq heures par semaine et pas plus de 7 heures par jour)</p> <p>Temps complet – temps partiel - nuit – dimanche etc...: un planning est à prévoir pour comptabiliser la présence effective du stagiaire</p> <p>Présence le cas échéant la nuit, le dimanche ou des jours fériés : MENTION OBLIGATOIRE</p>
<p>Article 4 - Intern hosting and supervision</p> <p>The intern will be supervised by his academic advisor, as designated in this agreement, as well as by the institution's internship program office.</p> <p>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.</p> <p>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.</p> <p>The host organization may permit the intern to travel.</p> <p>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.</p> <p>SUPERVISORY PROCEDURES (visits, scheduled telephone calls, etc.)</p>	<p><u>Academic advisor</u>: Article L124-1 "The academic advisor discussed in article L. 124-2 of this Code shall check with the supervisor mentioned in article L. 124-9 several times during the probationary or workplace training period to verify that it is proceeding smoothly and to propose to the host organization, if applicable, the redefinition of one or more of the tasks that may have been accomplished." Article D124-3 of the Education Code: "In compliance with article L. 124-2, the educational institution will designate the academic advisor from among the members of the teaching staff. This advisor shall be responsible for the educational supervision of the workplace training period or internship. Each academic advisor will simultaneously supervise a maximum of sixteen interns. (...)"</p> <p><u>Enseignant-référent</u> : Article L124-1 « L'enseignant référent prévu à l'article L. 124-2 du présent code est tenu de s'assurer auprès du tuteur mentionné à l'article L. 124-9, à plusieurs reprises durant le stage ou la période de formation en milieu professionnel, de son bon déroulement et de proposer à l'organisme d'accueil, le cas échéant, une redéfinition d'une ou des missions pouvant être accomplies. » Article D124-3 du code de l'éducation : « Conformément à l'article L. 124-2, l'établissement d'enseignement désigne l'enseignant référent parmi les membres des équipes pédagogiques. Celui-ci est responsable du suivi pédagogique de la période de formation en milieu professionnel ou du stage. Chaque enseignant référent suit simultanément seize stagiaires au maximum. (...) »</p> <p><u>Internship supervisor</u>: Article L124-9 of the Education Code: "The host organization shall appoint a supervisor in charge of receiving and accompanying the intern. The supervisor shall ensure compliance with the educational provisions of the agreement discussed in section 2 of article L. 124-2. A company agreement may specify the tasks assigned to the supervisor and the terms for any potential remuneration for this function."</p> <p><u>Tuteur de stage</u> : Article L124-9 du code de l'éducation : « L'organisme d'accueil désigne un tuteur chargé de l'accueil et de l'accompagnement du stagiaire. Le tuteur est garant du respect des stipulations pédagogiques de la convention prévues au 2° de l'article L. 124-2. Un accord d'entreprise peut préciser les tâches confiées au tuteur, ainsi que les conditions de l'éventuelle valorisation de cette fonction. »</p> <p>The intern shall be authorized to travel upon agreement or request from the host organization.</p> <p>Le stagiaire est autorisé à se déplacer moyennant accord ou demande de l'organisme d'accueil.</p> <p>Conditions in which the academic advisor and supervisor are responsible for the intern's management and monitoring: REQUIRED FIELD</p> <p>Example: email exchanges</p> <p>Conditions dans lesquelles l'enseignant référent et le tuteur assurent l'encadrement et le suivi du stagiaire : MENTION OBLIGATOIRE</p> <p>Exemple : échanges de mails</p>
<p>Article 5 - Stipend - Benefits</p> <p>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.</p> <p>The amount of the hourly stipend shall be 13.75% 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.</p>	<p><u>More than two months, consecutive or not</u> = more than 44 days, i.e., more than 308 hours.</p> <p>According to the principle of territoriality of the law, the obligation to provide a stipend does not apply abroad, in some overseas collectivities, and for internships falling under Article L4381-1 of the Public Health Code: "Paramedics shall contribute to the task of public service in regard to the initial training of high school and college students engaged in paramedical studies. As such, they may accommodate trainee high school and college students engaged in paramedical studies during educational internships requiring their constant presence. The performance of these internships shall not have the purpose or effect of increasing these practitioners' remunerated activity. Students may receive compensation for obligatory costs incurred for the completion of their internships, to the exclusion of any other compensation or stipends within the meaning of article L. 124-6 of the Education Code."</p> <p>Amount from 1/1 to 8/31/2015: 13.75% of 24 euros, i.e., 3.30 Euros per hour</p> <p>Amount from 1/9/2015 to 12/31/2015: 15% of 24 euros, i.e., 3.60 Euros per hour</p> <p>Method for calculating the stipend: the stipend shall become payable for internships greater than 308 hours.</p> <p>Both a stipend and another type of remuneration may not be combined at one public sector host organization.</p>

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.

THE AMOUNT OF THE STIPEND is set at €..... per hour / day / month (cross out any inappropriate items)

OTHER BENEFITS GRANTED

Plus de deux mois consécutifs ou non = plus de 44 jours soit plus de 308 heures.
Principe de territorialité de la loi : pas d'application de l'obligation de gratification à l'étranger, dans certains collectivités d'outre mer et pour les stages relevant de l'article L4381-1 du code de la santé publique : « Les auxiliaires médicaux concourent à la mission de service public relative à la formation initiale des étudiants et élèves auxiliaires médicaux. A ce titre, ils peuvent accueillir, pour des stages à finalité pédagogique nécessitant leur présence constante, des étudiants et élèves auxiliaires médicaux en formation. La réalisation de ces stages ne peut avoir pour objet ou pour effet d'accroître l'activité rémunérée de ces praticiens. Les stagiaires peuvent bénéficier de l'indemnisation de contraintes liées à l'accomplissement de leurs stages, à l'exclusion de toute autre rémunération ou gratification au sens de l'article L. 124-6 du code de l'éducation. »
Montant du 01/01 31/08/2015 : 13.75 % de 24 euros , soit 3.30 Euros par heure
Montant du 01/09/2015 au 31/12/2015 : 15% de 24 euros, soit 3.60 Euros par heure
Mode de calcul de la gratification : la gratification se déclenche pour un stage supérieur à 308 heures.
Dans un même organisme d'accueil du secteur public, il est impossible de cumuler à la fois une gratification et une autre rémunération.

Stipends may be made payable starting from the first hour of the internship.
Possibilité de verser une gratification dès la première heure de stage.

Amount to be indicated based on applicable host organization regulations, the internship ratio, and the intern's presence
The stipend amount paid to the intern and the terms of payment if applicable: REQUIRED FIELD - example: 3.30 per hour, paid by check

Montant à indiquer en fonction des règles applicables dans l'organisme d'accueil et de la quotité de stage et de la présence du stagiaire
Le montant de la gratification versée au stagiaire et les modalités de versement le cas échéant: MENTION OBLIGATOIRE ex. : 3.30 par heure par chèque

List of benefits granted to the intern by the host organization: REQUIRED FIELD

Liste des avantages accordés par l'organisme d'accueil au stagiaire : MENTION OBLIGATOIRE

Article 6 - 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.

IMPORTANT!
IMPORTANT !

6-1 Maximum stipend of 13.75% of the hourly ceiling for social security:
 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.418-2, 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.

IMPORTANT: in case of stipends less than or equal to the 13.75% ceiling, the host organization will need to declare any accidents, indicating the educational institution as the employer, in compliance with article R412-4 of the Social Security Code.
The educational institution is to be the employer for declarations of workplace accidents.
IMPORTANT : en cas de gratification inférieure ou égale au plafond de 13.75 %, c'est l'organisme d'accueil qui déclare l'accident en mentionnant l'établissement d'enseignement comme employeur, selon l'article R412-4 du code de la sécurité sociale
L'établissement d'enseignement est l'employeur sur la déclaration d'accident du travail.

Article R412-4 of the Social Security Code: - "A. - For high school and college students at the educational institutions discussed in items a and b of section 2 of article L. 412-8 who receive a stipend of less than or equal to the stipend fraction indicated in article L. 242-4-1, the employer's obligations are incumbent upon the institution signing the agreement provided for in article 9 of Law No. 2006-396 of March 31, 2006, subject to item C of section I of this article. However, for high school and college students at public institutions under the Ministry of Education, the payment of contributions is incumbent upon the school's superintendent.
B. - The basis used for contribution and annuity calculations shall be equal to the minimum wage specified in Article L. 434-16.
C. - When accidents occur as a result of or in the course of an internship at a company, or, for medical, dental surgery or pharmacy students without hospital staff status, or as a result of or in the course of a hospital internship under the conditions set forth in item b of section 2 of article L. 412-8, the obligation to declare the workplace accident established pursuant to article L. 441-2 is incumbent upon the company or health facility where the internship is being performed. The company or health facility shall without delay send to the educational institution or research unit to which the high school or college student belongs a copy of the workplace accident statement provided to the responsible primary health insurance fund.

II. - A. - For high school and college students at the educational institutions mentioned in items a and b of section 2 of article L. 412-8 who are to receive a stipend greater than the stipend fraction indicated in article L. 242-4-1, the employer's obligations shall be incumbent upon the company signing the agreement provided for in article 9 of law no. 2006-396 of March 31, 2006, subject to the provisions of item C of section II of this article."

Article R412-4 du code de la sécurité sociale. — « A. — Pour les élèves et les étudiants des établissements d'enseignement mentionnés aux a et b du 2° de l'article L. 412-8 qui perçoivent une gratification égale ou inférieure à la fraction de gratification mentionnée à l'article L. 242-4-1, les obligations de l'employeur incombent à l'établissement d'enseignement signataire de la convention prévue à l'article 9 de la loi n° 2006-396 du 31 mars 2006, sous réserve du C du I du présent article. Toutefois, pour les élèves et étudiants des établissements publics relevant du ministre chargé de l'éducation nationale, le versement des cotisations incombe au recteur.

B. — L'assiette servant de base au calcul des cotisations et des rentes est égale au salaire minimum mentionné à l'article L. 434-16.

C. — Lorsque l'accident survient par le fait ou à l'occasion du stage en entreprise ou, pour les étudiants en médecine, en chirurgie dentaire ou en pharmacie qui n'ont pas un statut hospitalier, du stage hospitalier effectué dans les conditions prévues au b du 2° de l'article L. 412-8, l'obligation de déclaration de l'accident du travail instituée par l'article L. 441-2 incombe à l'entreprise ou à l'établissement de santé dans lequel est effectué le stage. L'entreprise ou l'établissement de santé adresse sans délai à l'établissement d'enseignement ou à l'unité de recherche dont relève l'élève ou l'étudiant copie de la déclaration d'accident du travail envoyée à la caisse primaire d'assurance maladie compétente.

II. — A. — Pour les élèves et les étudiants des établissements d'enseignement mentionnés aux a et b du 2° de l'article L. 412-8 qui perçoivent une gratification supérieure à la fraction de gratification mentionnée à l'article

	L. 242-4-1, les obligations de l'employeur incombent à l'entreprise signataire de la convention prévue à l'article 9 de la loi n° 2006-396 du 31 mars 2006, sous réserve du C du II du présent article. »
<p>6.2 - Stipend greater than 13.75% of the hourly ceiling for social security: Payroll taxes are calculated based on the difference between the amount of the stipend and 13.75% 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.</p>	<p>In regard to the calculation of any contributions due, see: http://vosdroits.service-public.fr/professionnels-entreprises/F32131.xhtml Sur le calcul d'éventuelles cotisations : http://vosdroits.service-public.fr/professionnels-entreprises/F32131.xhtml</p> <p>Article L411-1 of the Social Security Code: "A workplace accident means any accident, whatever the cause, occurring as a result of or in the course of work performed by any person, salaried or otherwise working, in any capacity or in any place whatsoever, for one or more employers or business owners." Article L411-1 du code de la sécurité sociale « Est considéré comme accident du travail, quelle qu'en soit la cause, l'accident survenu par le fait ou à l'occasion du travail à toute personne salariée ou travaillant, à quelque titre ou en quelque lieu que ce soit, pour un ou plusieurs employeurs ou chefs d'entreprise. »</p>
<p>6.3 - Health Insurance for interns working abroad <u>1) Coverage originating in the French students' coverage framework</u> - 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). <u>2) Social welfare protection from the host organization</u> By checking the appropriate box below, the host organization indicates whether it provides health insurance coverage to the intern under local law: <input type="checkbox"/> YES: This coverage is in addition to the maintenance abroad of rights granted under French law <input type="checkbox"/> 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.</p>	<p><i>Internships abroad</i> See: http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/ See: http://www.cleiss.fr/</p> <p><i>Stages à l'étranger</i> Voir : http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/ Voir : http://www.cleiss.fr/</p> <p><i>Reminder: Students are strongly advised to take out specific additional health insurance coverage, valid for the country in question and for the duration of their internships, from the insurance company of their choice (students' mutual insurance, parents' mutual insurance, ad hoc private company, etc.), or, possibly, after verifying the extent of the guarantees offered, from the host organization itself, if it provides Health coverage to interns under local law.</i></p> <p><i>Rappel : Il est fortement conseillé aux étudiants de souscrire une assurance Maladie complémentaire spécifique, valable pour le pays et la durée du stage, auprès de l'organisme d'assurance de son choix (mutuelle étudiante, mutuelle des parents, compagnie privée ad hoc...) ou, éventuellement et après vérification de l'étendue des garanties proposées, auprès de l'organisme d'accueil si celui-ci fournit au stagiaire une couverture Maladie en vertu du droit local.</i></p>
<p>6.4 Workplace Accident Coverage for interns abroad <u>1) In order to benefit from French legislation</u> 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 13.75% 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. <u>2) The workplace accident statement</u> is the responsibility of the educational institution, which must be informed of such events in writing within 48 hours by the host organization. <u>3) The coverage concerns accidents occurring:</u> • 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),</p>	<p><i>Social security provisions:</i> http://www.urssaf.fr/profil/employeurs/dossiers_reglementaires/dossiers_reglementaires/stages_en_milieu_professionnel_03.html</p> <p><i>Dispositions de sécurité sociale :</i> http://www.urssaf.fr/profil/employeurs/dossiers_reglementaires/dossiers_reglementaires/stages_en_milieu_professionnel_03.html</p> <p><i>ATTENTION: in case of internships abroad: 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.</i></p> <p><i>ATTENTION : en cas de stage à l'étranger : La déclaration des accidents de travail incombe à l'établissement d'enseignement qui doit en être informé par l'organisme d'accueil par écrit dans un délai de 48 heures.</i></p>

<ul style="list-style-type: none"> • during the final return trip from his residence during the internship to his personal domicile. <p>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.</p> <p>5) In all cases:</p> <ul style="list-style-type: none"> • 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. 	
<p>Article 7 - Liability and Insurance</p> <p>The host organization and the intern declare that they possess civil liability coverage.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p><i>Civil liability: this is the commitment resulting from any act, voluntary or not, that obliges the person or structure at fault, or legally presumed to be at fault, to repair the damage suffered.</i></p> <p><i>La responsabilité civile : c'est l'engagement qui découlerait d'un acte volontaire ou non, entraînant pour la personne ou la structure fautive ou légalement présumée fautive, l'obligation de réparer le dommage qui a été subi.</i></p>
<p>Article 8 - Discipline</p> <p>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.</p> <p>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.</p>	<p><i>Provisions of the host organization's internal regulations applicable to the intern, if any:</i> REQUIRED FIELD</p> <p><i>Clauses du règlement intérieur de l'organisme d'accueil qui sont applicables au stagiaire, le cas échéant : MENTION OBLIGATOIRE</i></p>
<p>Article 9 - Leave - Internship Interruption</p> <p>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.</p> <p>NUMBER OF DAYS OF AUTHORIZED LEAVE / or terms of time off and leaves of absence during the internship:</p> <p>The host organization shall notify the educational institution of any other temporary interruption of the internship (illness, unjustified absence, etc.) by mail.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p><i>Link to applicable legislation:</i> http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=776054AAF14C814A9FDA2D4E8D7B69B9.tpd?_idArticle=LEGIARTI000006900896&cidTexte=LEGITEXT000006072050&dateTexte=20140722&categorieLien=id&oldAction=\$</p> <p><i>Lien avec textes applicables :</i> http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=776054AAF14C814A9FDA2D4E8D7B69B9.tpd?_idArticle=LEGIARTI000006900896&cidTexte=LEGITEXT000006072050&dateTexte=20140722&categorieLien=id&oldAction=\$</p> <p><i>Time off and leaves of absence: REQUIRED FIELD</i></p> <p><i>Congés et autorisations d'absence : MENTION OBLIGATOIRE</i></p> <p><i>Reiteration of article L124-13, paragraph 2, of the Education Code: "For internships and workplace training periods with a duration greater than two months, and up to the maximum duration stipulated in article L. 124-5 of this Code, internship/training agreements must provide for the possibility of time off and leaves of absence for the intern during the workplace training period or internship."</i></p> <p><i>Rappel de l'article L124-13 alinéa 2 du code de l'éducation : « Pour les stages et les périodes de formation en milieu professionnel dont la durée est supérieure à deux mois et dans la limite de la durée maximale prévue à l'article L. 124-5 du présent code, la convention de stage doit prévoir la possibilité de congés et d'autorisations d'absence au bénéfice du stagiaire au cours de la période de formation en milieu professionnel ou du stage. »</i></p> <p><i>Procedures for suspension and termination, or validation in case of interruption: REQUIRED FIELD</i></p> <p><i>Modalités de suspension et de résiliation, de validation en cas d'interruption : MENTION OBLIGATOIRE</i></p> <p><i>Citing article L124-15 of the Education Code, "when an intern interrupts his workplace training or internship period for a reason related to illness, accident, pregnancy, fatherhood, adoption or by agreement with the institution, in cases of non-compliance with the educational provisions of the agreement or breach of the agreement at the initiative of the host organization, the academic authority or the higher education institution will validate the workplace training or internship period, even if it did not reach the duration expected under the program, or will offer the student an alternative procedure for obtaining validation of the training. If agreed by the parties to the agreement, an extension of the workplace training or internship period in whole or in part is also possible."</i></p> <p><i>Rappel de l'Article L124-15 du code de l'éducation « lorsque le stagiaire interromp sa période de formation en milieu professionnel ou son stage pour un motif lié à la maladie, à un accident, à la grossesse, à la paternité, à l'adoption ou, en accord avec l'établissement, en cas de non-respect des stipulations pédagogiques de la convention ou en cas de rupture de la convention à l'initiative de l'organisme d'accueil, l'autorité académique ou l'établissement d'enseignement supérieur valide la période de formation en milieu professionnel ou le stage, même s'il n'a pas atteint la durée prévue dans le cursus, ou propose au stagiaire une modalité alternative de validation de sa formation. En cas d'accord des parties à la convention, un report de la fin de la période de formation en milieu professionnel ou du stage, en tout ou partie, est également possible. »</i></p>

<p>Article 10 - Duty of discretion and confidentiality</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>Article 11 - Intellectual Property</p> <p>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.</p> <p>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.</p>	<p><i>Article L111-1 of the Intellectual Property Code: "The author of an intellectual work shall by the mere fact of its creation enjoy an exclusive intangible property right to such work, enforceable against all persons. This right shall include attributes of an intellectual and moral nature, as well as of a proprietary nature, as set forth in volumes I and III of this Code. (...)"</i></p> <p><i>Article L111-1 du code de la propriété intellectuelle : « L'auteur d'une œuvre de l'esprit jouit sur cette œuvre, du seul fait de sa création, d'un droit de propriété incorporelle exclusif et opposable à tous. Ce droit comporte des attributs d'ordre intellectuel et moral ainsi que des attributs d'ordre patrimonial, qui sont déterminés par les livres Ier et III du présent code. (...) »</i></p>
<p>Article 12 - End of internship - Report - Evaluation</p> <p><u>1) Internship certificate:</u> 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;</p> <p><u>2) Internship Quality:</u> Once the internship has ended, the parties to this agreement are invited to submit an assessment of the quality of the internship.</p> <p>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.</p> <p><u>3) Evaluation of the intern's activity:</u> 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).</p> <p><u>4) Educational Assessment Procedures:</u> The intern shall (specify the nature of the work to be provided - report, etc. - possibly by including an attachment)</p> <p>NUMBER OF ECTS (if applicable):</p> <p>5) 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.</p>	<p><i>Conditions for the issuance of the internship certificate: REQUIRED FIELD</i></p> <p><i>Document allowing the intern to prove the existence of the internship for purposes of pension contributions. See Article L351-17 of the Social Security Code: "Students may request consideration by the general social security system for internship periods as provided under Article L. 124-1 of the Education Code and eligible for stipends as provided under article L. 124-6 of that Code, subject to the payment of contributions, and within two quarters." A decree specifies the terms and procedures for the application of this article, specifically: "1. The deadline for the submission of the application, which may not exceed two years; 2. The calculation of contributions and the terms for installment payments. The number of quarters covered in a payment of contributions under this section will be deducted from the number of quarters eligible for buyback pursuant to Section II of Article L. 351-14-1."</i></p> <p><i>Conditions de délivrance de l'attestation de stage : MENTION OBLIGATOIRE</i></p> <p><i>Document permettant au stagiaire de justifier de l'existence du stage pour les cotisations retraite. : voir Article L351-17 du code de la sécurité sociale : « Les étudiants peuvent demander la prise en compte, par le régime général de sécurité sociale, des périodes de stages prévus à l'article L. 124-1 du code de l'éducation et éligibles à la gratification prévue à l'article L. 124-6 du même code, sous réserve du versement de cotisations et dans la limite de deux trimestres. Un décret précise les modalités et conditions d'application du présent article, notamment : 1° Le délai de présentation de la demande, qui ne peut être supérieur à deux ans ; 2° Le mode de calcul des cotisations et les modalités d'échelonnement de leur versement. Le nombre de trimestres ayant fait l'objet d'un versement de cotisations en application du présent article est déduit du nombre de trimestres éligibles au rachat prévu au II de l'article L. 351-14-1. »</i></p> <p><i>ECTS = European credit transfer system http://www.europe-education-formation.fr/page/ects</i></p>
<p>Article 13 - Applicable law - Competent courts</p> <p>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.</p>	<p><i>IMPORTANT: the law applicable to the agreement is French law, particularly in order to allow interns to benefit from French workplace accident regulations. If French law is not applicable, students must in particular provide for health and workplace accident coverage.</i></p> <p><i>IMPORTANT : le droit applicable à la convention est le droit français afin de permettre aux stagiaires de bénéficier, notamment, de la réglementation accident du travail française. Si le droit français n'est pas applicable, les stagiaires doivent notamment prévoir une couverture maladie et accidents du travail.</i></p>
<p>MADE IN _____ THIS DAY THE _____</p>	<p><i>IMPORTANT: be sure to have the agreement signed before the start of the internship.</i></p> <p><i>IMPORTANT : faire signer la convention avant le début du stage.</i></p>
<p>FOR THE EDUCATIONAL INSTITUTION</p> <p>Name and signature of the representative of the institution</p>	<p><i>Only a duly authorized person may sign (verify delegation of signing authority if applicable)</i></p>

	<i>Seule une personne dûment habilitée peut signer (vérifier les délégations de signature le cas échéant)</i>
FOR THE HOST ORGANIZATION Name and signature of the representative of the host organization	<i>Only a duly authorized person may sign (verify delegation of signing authority if applicable)</i> <i>Seule une personne dûment habilitée peut signer (vérifier les délégations de signature le cas échéant)</i>
INTERN (AND LEGAL REPRESENTATIVE IF ANY) Name and signature	
The intern's academic advisor Name and signature	<i>ATTENTION: signature required, as stipulated in the implementing decree</i> <i>ATTENTION : signature obligatoire, prévue dans le décret d'application</i>
The internship supervisor for the host organization Name and signature	<i>ATTENTION: signature required, as stipulated in the implementing decree</i> <i>ATTENTION : signature obligatoire, prévue dans le décret d'application</i>
Forms to be attached to this agreement : 1/ Internship certificate 2/ Foreign internship form (for information regarding social security, see the website cleiss.fr ; for country-specific documentation see the website diplomatie.gouv.fr) 3/ Other appendices (if any)	<i>Mandatory appendices: training certificate (article D124-9 of the Education Code), foreign internship record: Article L124-20 of the Education Code: "For each internship or workplace training period performed abroad, an informational sheet with the host country's regulations regarding the rights and duties of interns shall be attached to the internship agreement."</i> <i>Recommended Attachments: timetable, certificates of civil liability, evaluation forms, template internship certificate, template workplace accident statement, etc.</i> <i>Annexes obligatoires : attestation de stage (article D124-9 du code de l'éducation), fiche stage à l'étranger : Article L124-20 du code de l'éducation « Pour chaque stage ou période de formation en milieu professionnel à l'étranger, est annexée à la convention de stage une fiche d'information présentant la réglementation du pays d'accueil sur les droits et devoirs du stagiaire ».</i> <i>Annexes conseillées : planning, attestations de responsabilité civile, fiches d'évaluations, attestation de stage type, déclaration d'accident du travail type, etc...</i>