

## Internship agreement between,

<p><b>1 - HOME INSTITUTION (EDUCATIONAL or TRAINING INSTITUTION)</b></p> <p><b>Name :</b> Université Paris-Saclay  <b>Address :</b> Espace technologique de Saint-Aubin / Immeuble Discovery          Route de l'Orme aux Merisiers          91190 Saint-Aubin - FRANCE  <b>Represented by :</b> Prof. Sylvie RETAILLEAU  <b>Capacity of the representative :</b> President of Université Paris-Saclay</p> <p><b>Department/Faculty or School :</b>  <b>Address (if different from that of the institution) :</b></p> <p><b>Phone :</b>  <b>Email :</b></p>	<p><b>2 - HOST ORGANIZATION</b></p> <p><b>Name :</b> <b>ID:</b>  <b>Address :</b> (Identification number)</p> <p><b>Represented by (agreement-signing party) :</b></p> <p><b>Capacity of the representative :</b>  <b>Department in which the internship will be conducted :</b></p> <p><b>Location of internship (if different from that of the organization) :</b></p> <p><b>Phone :</b>  <b>Email :</b></p>
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<b>3 - THE INTERN</b>		
<b>Last name :</b>	<b>First name :</b>	
<b>Date of Birth :</b>	<b>Student ID :</b>	
<b>Address :</b>		
<b>Phone :</b>	<b>Cellphone :</b>	<b>Email :</b>
<b>NAME OF INTERNSHIP OR TRAINING COURSE TAKEN AT THE HIGHER EDUCATION INSTITUTION :</b>		
<b>Number of hours of training :</b>	over 200 hours	If other specify :

<b>INTERNSHIP PROGRAMM :</b>		
<b>Dates : from</b>	<b>to</b>	<b>Dates of interruption : from</b> <b>to</b>
<b>Corresponding to :</b> <b>hours of attendance at the host organization per week (Ex. 35.00)</b>		
<b>and corresponding to :</b>	month(s)	day(s)
	hour(s)	representing a total duration of :
		work hour(s)
<b>Comments :</b>		

<p><b>4 - ACADEMIC SUPERVISOR</b></p> <p><b>First name and last name :</b></p> <p><b>Phone:</b></p> <p><b>Email :</b></p>	<p><b>5 - THE INTERNSHIP SUPERVISOR FOR THE HOST ORGANIZATION</b></p> <p><b>First name and last name :</b></p> <p><b>Position:</b></p> <p><b>Phone :</b></p> <p><b>Email:</b></p>
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<p>Primary health insurance agency to contact in case of accident (corresponds to intern's place of residence, unless otherwise specified) :</p> <p>Social security number :</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 et D.1 à D. 124-9 ; D714-21 and articles thereafter ;
- Based on the French Code of Social Insurance, in particular articles L. 242-4-1, L. 412-8 et D.2-1 ;
- Based on to the French Code of Employment, in particular articles L. 1221-13 et D. 1221-23 and articles thereafter ;
- Based on the French Law No. 2020-856 of 9 July 2020 organising the exit from the state of health emergency ;
- Based on the French national protocol of 29 OCTOBER 2020 to ensure the health and safety of employees in companies to confront the Covid19 epidemic ;
- Based on the consultation of the Commission of Education and University Life and the opinion of the Board of Directors of the institution ;

**Prerequisites :**

**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 are suitable for face-to-face and / or remote work and that they have adequate material.

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

The internship can only be carried out face to face only in strict compliance with the national protocol of August 31, 2020 and any hygiene, safety and health provisions applicable to the host organization.

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

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

Preventive medicine contact : \_\_\_\_\_

**Internships abroad :** 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 supervisor check the possibility of use by the parties of adequate communication tools.

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

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 the remote internship is not possible, in addition to the repatriation arrangements.

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

The trainee infected with Covid19 during his internship must comply with the conditions prescribed in the host country, in particular in terms of quarantine. The educational institution cannot be required to repatriate the trainee.

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

Contact at preventive medicine: \_\_\_\_\_

Contact in case of emergency: (other than the intern)

## **Article 1 - Purpose of the Agreement**

This Agreement governs the relationship between the host organization, the home educational institution and the intern.

## **Article 2 - Objective of the internship**

The internship is a temporary period of work in a professional environment, during which the student will acquire professional skills and put learning outcomes into practice with a view of earning a degree or certificate, and facilitating his/her professional integration. The intern will be given one or more assignments, in line with the educational plan established by the educational institution and approved by the host organization. The home educational institution and the host organization will establish a schedule based on the general training program being offered.

## **ACTIVITIES ASSIGNED :**

## **SKILLS TO BE ACQUIRED OR DEVELOPED :**

## **Article 3 - (Terms of internship) :**

The weekly duration of the intern's presence at the host organization will be 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 cases :**

## **Article 4 - Intern hosting and supervision**

The intern will be supervised by an academic advisor, as designated in this agreement, as well as by the home institution's internship programme 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/her home educational institution during the internship period in order to attend the courses specifically required by the programme, or to attend meetings; the home institution shall notify the host organization of the corresponding dates.

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 home educational institution so that the issue can be resolved as quickly as possible.

## **SUPERVISORY PROCEDURES (visits, scheduled telephone calls, etc.) :**

## **Article 5 - Stipend - Benefits**

In France, when the internship last over 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, accommodation 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 :                      Net                      Gross                      Per hour                      Per month

## **METHOD OF PAYMENT : (bank transfer, etc.) :**

## **Article 5a - Access to employee rights - Benefits :**

(Entity operating under private law in France except in the case of specific rules applicable in certain communities of the French Overseas Territories):

The trainee is entitled to the protections and rights mentioned in articles L.1121-1, L.1152-1 and L.1153-1 of the Labour Code, under the same conditions as employees.

The trainee has access to the company restaurant or meal vouchers stated in Article L.3262-1 of the Labour Code, under the same conditions as the employees of the host entity. The trainee is also entitled to coverage of transport costs as stated in article L.3261-2 of the Labour Code.

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

The host entity undertakes to comply with all national or sectoral health directives, and, where applicable, with the published job descriptions.

#### **Article 5b - Access to agents' rights - Benefits:**

(Entity operating under public law in France except in the case of specific rules applicable in certain communities of the French Overseas Territories):

The trips made by the trainee of an entity operating under public law, between the trainee's home and place of training, are covered under the conditions established by decree n°2010-676 of June 21, 2010, constituting partial payment of the price of season tickets, based on travel costs for public officials commuting between their usual residence and their place of work.

Trainees hosted by an entity operating under public law, carrying out tasks in this context, are entitled to having their temporary travel expenses covered according to the applicable regulations.

The place of the internship indicated in this agreement is considered to be the trainee's administrative residence.

#### **Article 6 - Social Welfare Coverage**

For the duration of his internship, the intern shall remain covered under his/her previous former social welfare protection framework. Upon signing the internship agreement, and, in any event, before departure, trainees must check their health insurance conditions and provide their educational institutions with an insurance certificate. 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.

##### **6.1 - Maximum stipend of 15% 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 or work-related illness impacting the intern occur, either during his/her activities within the organization, or during his/her commute, or on premises used for the purposes of the internship, and also for students in medicine, dental surgery, or pharmacy without hospital-staff status, engaged in an internship conducted under the conditions provided in item b of the 2nd section of Article L.412-8, the host organization shall send a statement to the Primary Health Insurance Agency or appropriate agency (see address on page 1), indicating the educational institution as the employer, and shall send a copy to the home educational institution as well.

*Specific case of Paris-Saclay students registered at AgroParisTech: The declaration must be sent to MSA Ile-de-France, 75691 Paris Cedex 14.*

##### **6.2 - Stipend greater than 15% of the hourly ceiling for social security**

Payroll taxes are calculated based on the difference between the amount of the stipend and 15% of the hourly ceiling for social security. The student shall have the benefit of legal coverage under the provisions of L.411-1 et seq. of the social security code. If accidents impacting the intern occur, either during his/her activities within the organization, or during his/her commute, or on premises used for the purposes of the internship, the host organization shall handle the necessary formalities with the Primary Health Insurance Agency and shall inform the institution as soon as possible.

##### **6.3 - Health Insurance for interns working abroad**

###### **1) Coverage originating in the French students' coverage framework**

- for internships within the European Economic Area (EEA) conducted by nationals of a State of the European Union 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 their Social Security Agency and by their mutual insurance company, 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 or training course, from an insurance company of their choice (students' mutual insurance, parents' mutual insurance, ad hoc private company, etc.), or, possibly, after checking the extent of the guarantees proposed, from the host organization if it provides health coverage to interns under local law (see item 2 below).

*Specific case of Paris-Saclay students registered at AgroParisTech: The request to maintain rights should be sent to the MSA before departure.*

###### **2) Social welfare protection from the host organization**

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

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

NO : coverage is thus exclusively provided from the maintenance abroad of the rights granted under the French student coverage framework). If neither box is checked, item 6.3-1 shall apply.

##### **6.4 - Workplace Accident Coverage for interns abroad**

1) In order to benefit from French legislation providing coverage for workplace accidents, this internship must :

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

5) In all cases:

- if the student is the victim of a workplace accident during his internship, the host organization must immediately notify the home educational institution of the accident;
- if the student performs limited assignments outside of the host organization or outside of the internship country, the host organization must take all necessary steps to provide him with the appropriate insurance.

### **Article 7 - Liability and Insurance**

The host 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.

In the case of internships taking place at home, students who use their own equipment shall declare this equipment to their insurers and, where applicable, pay the related premium

### **Article 8 - 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 9 - 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 and less than 6 months.

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

The host organization shall notify the home 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 10 - 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 the above-mentioned information shall be constrained by commitments to professional secrecy to refrain from any use or disclosure of the information in the report.

## Article 11 - 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 12 - 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 home educational institution in which he/she will evaluate the quality of the reception he/she was given by the host organization. This document will not be taken into consideration in his/her evaluation, or in awarding his/her degree 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 supervisor/advisor (or specify form attached or assessment procedures previously established in cooperation with the academic supervisor/advisor).

4) Educational Assessment Procedures : The intern shall (specify the nature of the work to be provided - report, etc. - possibly by including an attachment) :

NUMBER OF ECTS credits (if applicable) :

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.

## Article 13 - 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.

## Article 14 - Hosting conditions for the trainee - Exceptional circumstances due to COVID-19

1- The host organisation undertakes to :

- Ensure all conditions are met with regard to the health and safety precautions required to avoid contaminating the entity's employees and student trainees, in strict compliance with the National Protocol to protect the health and safety of employees in the context of the COVID-19\* epidemic
- Never entrust the trainee with tasks that are dangerous for his/her health or safety.
- Respect all national or sectoral health directives.

2- The student undertakes to :

- Make sure he/she is aware of and complies with all the necessary health and safety precautions put in place by the hosting organisation to prevent contamination and spread of Covid-19
- Report any health and safety irregularity to the host entity AND to his/her higher education institution.

In the case of internships taking place at home, students who use their own equipment shall declare this equipment to their insurers and, where applicable, pay the related premium

DONE IN .....

ONE .....

**FOR UNIVERSITE PARIS-SACLAY**  
**Prof. Sylvie RETAILLEAU, President**

**FOR THE HOST ORGANIZATION**

**THE INTERN'S ACADEMIC ADVISOR**

**THE INTERNSHIP SUPERVISOR FOR THE**  
**HOST ORGANIZATION**

**INTERN (AND LEGAL REPRESENTATIVE IF ANY)**