

**Aide à l'utilisation de la convention
modèle anglais – stages post 11 mai
2020 COVID 19**

Academic year : 2019-2020

Internship contract after May 11, 2020

<u>THE HIGHER EDUCATION INSTITUTION</u>	<u>THE HOST ORGANIZATION</u>
Name of institution :	Name :
Address :	Address :
.....
☎	Represented by: (name of person signing contract) :
Represented by: (name of person signing contract) :
.....	Representative's Title :
Representative's Title :	Name of department where internship will take place :
Department/Faculty :
☎	☎
email :	email :
Address (if different from address of institution) :	Address (if different from host organisation address) :
.....

Entête : voir modèles nationaux

<u>INTERN STUDENT</u>
Name : Surname : Gender : F <input type="checkbox"/> M <input type="checkbox"/> Date of birth : ___/___/_____
Address :
.....
☎ email :
TITLE OF COURSE TAKEN AT THE HIGHER EDUCATION INSTITUTION AND HOURLY VOLUME :
.....

Attention !

Cette convention propose l'application du droit français (à l'aune du modèle actuel national) : l'application du droit français engendre que la protection accidents est assurée par les établissements d'enseignement supérieur pour les stages gratifiés jusqu'à 3.90euros par heure

Si l'établissement d'enseignement décide d'utiliser un modèle local, c'est le droit du pays d'accueil du stage qui s'appliquera

Il appartient aux établissements de modifier en tant que de besoin ces documents qui ne constituent pas des documents non modifiables.

Les établissements disposent déjà d'un modèle en français : https://services.dgesip.fr/fichiers/Convention_de_stage_Deconfinement.docx

<u>SUBJECT OF INTERNSHIP</u>
.....
.....
Dates of :
Length of :
And corresponding :
Distribution :
Comments :
.....

<u>SUPERVISOR AT THE HIGHER EDUCATION INSTITUTION</u>	<u>SUPERVISOR AT THE HOST ORGANIZATION</u>
Name and surname of academic tutor:	Supervisor's name and surname :
.....	Supervisor's title :
Academic tutor's title :
☎ email :	☎ email :
.....

Healthcare insurance office to be contacted in the event of an accident (place of residence of student unless otherwise indicated) :
.....

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. 124-1 à D. 124-9 ;
Based on the French Code of Social Insurance, in particular articles L. 242-4-1, L. 412-8 et D. 242-2-1 ;
Based on to the French Code of Employment, in particular articles L. 1221-13 et D. 1221-23 and articles thereafter ;
Having regard to emergency law number 2020-290 of March 23 2020 to deal with the covid-19 epidemic
Having regard to the decree of March 23 2020 prescribing rules necessary in the fight against the spread of the Covid-19 virus
Having regard to the decree of March 14 2020 on various measures relating to the fight against the spread of covid-19 virus (as amended)
Having regard to the French national protocol of release from lockdown published on May 3, 2020
Having regard to the consultation of the Commission on Training and University Life and the opinion of the Board of Directors of the institution;

Prerequisite :

Taking into account the exceptional circumstances due to the pandemic of Covid 19, any internship started from May 11, 2020, is carried out preferably remotely: at the student's home or in the place designated in header.

It is understood between the parties that they will have verified beforehand that missions and tasks assigned to the intern are suitable for remote work and that he has the appropriate equipment.

The tutor verifies the possibility of the parties using appropriate communication tools.

By exception, the internship can be done face-to-face in strict compliance with the french [national protocol of release from lockdown](#) and, where appropriate, [job descriptions](#) published on the site of the Ministry of Labour and any hygiene provision, health and safety applicable to the host organisation.

According to Article 11 : The present contract is governed exclusively by French law. Any dispute which cannot be settled out of court will be submitted to the competent French jurisdiction

The French legislation will protect the intern directly for workplace accident of the remuneration is less or equal to 3.90 euros for an hour. If the remuneration is over 3.90 euros, the host organization is entirely responsible.

Traduction en français :

*Sur la base du Code de la santé publique, notamment les articles L. 3131-1 et suivants;
Sur la base du Code de l'éducation, notamment les articles L. 124-1 à L. 124-20, L. 612-11 et D. 124-1 à D. 124-9;
Sur la base du Code français des assurances sociales, notamment les articles L. 242-4-1, L. 412-8 et D. 242-2-1;
Sur la base du Code du travail, notamment les articles L. 1221-13 et D. 1221-23 et les articles suivants;
Vu la loi d'urgence n ° 2020-290 du 23 mars 2020 pour faire face à l'épidémie de Covid-19
Vu l'arrêté du 23 mars 2020 fixant les règles nécessaires à la lutte contre la propagation du virus Covid-19
Vu l'arrêté du 14 mars 2020 portant diverses mesures relatives à la lutte contre la propagation du virus covid-19 (modifié)
Vu le protocole national de libération du lock-out publié le 3 mai 2020
Vu la consultation de la commission de la formation et de la vie universitaire et l'avis du conseil d'administration de l'institution;*

Prérequis :

Compte tenu des circonstances exceptionnelles dues à la pandémie de Covid 19, tout stage débuté à partir du 11 mai 2020, s'effectue de préférence à distance: au domicile de l'étudiant ou au lieu désigné en en-tête.

Il est entendu entre les parties qu'elles auront préalablement vérifié que les missions et tâches confiées au stagiaire sont adaptées au télétravail et qu'il dispose du matériel approprié.

Le tuteur vérifie la possibilité pour les parties d'utiliser des outils de communication appropriés.

Par exception, le stage peut se faire en face à face dans le strict respect du protocole national de libération du lock-out et, le cas échéant, des fiches publiées sur le site du ministère du Travail et de toute disposition d'hygiène, de santé et de sécurité applicable à l'organisme d'accueil.

Selon l'article 11: Le présent contrat est régi exclusivement par le droit français. Tout litige non résolu à l'amiable sera soumis à la juridiction française compétente

La législation française protégera directement le stagiaire en cas d'accident du travail dont la gratification est inférieure ou égale à 3,90 euros pour une heure. Si la rémunération est au-dessus, l'organisme d'accueil est entièrement responsable.

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 1: Objet du contrat

Le présent contrat régit les relations entre l'organisation d'accueil (entreprise, organisme public, association...), l'établissement d'enseignement supérieur et le stagiaire, compte tenu des circonstances exceptionnelles dues à 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 assigned to trainee tasks that are dangerous to his 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: Status of intern – Reception and monitoring

The student shall be followed by the academic tutor designated in this internship contract and by the institution department in charge of the training courses.

The host organisation will designate a host organisation tutor who will be responsible for mentoring the student and optimising the conditions for carrying out the internship.

Throughout the duration of the internship, the intern student is allowed to return to his or her educational institution to attend courses explicitly requested by the program, or to attend meetings only after the lockdown measures have been stopped : the dates are brought to the attention of the host organisation by the institution.

The host organisation may authorize the trainee to travel after the lockdown measures are stopped .

Any difficulties encountered in the implementation and conduct of the training course, whether identified by the trainee or by the supervisor, must be brought to the attention of the academic tutor and the higher education institution in order to be resolved as soon as possible

Terms of monitoring : (visits, phone calls, etc)

.....

.....

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 French Code 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 domicile 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 his 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

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 French Code Social Insurance.

In the event of an accident or occupational disease occurring to the intern student either during activities in the organization, or during the journey, or on the premises rendered useful for the purposes of the internship and for medical students, in dental surgery or pharmacy 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)

Traduction en français

Voir modèle national : ajout interdiction tâches dangereuses

Voir modèle national : ajout restrictions de déplacement si confinement et obligation de prévenir le tuteur académique et l'établissement d'enseignement en cas de problème

Voir modèle national

Articles 6.2, 6-3, 7, 8, 9 Voir modèle national

mentioning the educational institution as employer, with a copy to higher education institution.

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

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

The intern student benefits from legal coverage pursuant to the provisions of articles L.411-1 and following of the French Code of Social Insurance. 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 to the « Caisse Primaire d'Assurance Maladie » 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 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).

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

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 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: 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 his 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 host organisation AND his 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 body governed by public law), in the event of pregnancy, paternity or adoption, the intern student shall be granted leave and absence authorizations 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 AUTHORIZED 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 organisation and the intern student, subject to the maximum duration of the training period fixed by law (6 months).

formal assignment mandate,
□ during the first trip from his domicile to his place of residence during the

Articles 10, 11, 12 et 13 Voir modèle national

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.

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 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 the gratuity received. The trainee must produce this certificate in support of his possible application for entitlement to the general old age 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 parties to this internship contract are invited to make an assessment of the quality of the intership.

The intership student shall send a document to the competent department of the higher education institution in which he assesses the quality of the reception he has 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 organization will complete an evaluation form in relation to the performance of the intern (see appendix) which should be returned to the academic tutor 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 French jurisdiction.

AT _____ DATE _____

On behalf of the higher education institution

Name and signature of representative
.....

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 : ① *Internship certificate (next page)*
 ② *Other documents, if appropriate*

① Internship certificate

HOST ORGANIZATION'S LOGO

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

HOST ORGANIZATION OST ORGANIZATION
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

LENGHT 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 do not apply)
The total duration of the internship is assessed taking into account the actual presence of the trainee in the organization, 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 or not shall be deemed to be equivalent to one probationary day and each period at least equal to 22 consecutive days or not 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 organization's representative