

# Internship agreement

Academic year:

*Note: to facilitate reading of the document, the words "intern", "referent teacher", "internship advisor", "legal representative" and "student", are spelled in their masculine forms.*

## INSTITUTE OF HIGHER EDUCATION

Name: **Sorbonne Université**  
Address (registered offices): 21 rue de l'École de Médecine,  
75006 Paris

Represented by: **Nathalie DRACH-TEMAM**  
Présidente of Sorbonne University

Name of the agreement signatory:

Capacity of the signatory:



E-mail :

Department/Service/UFR (Training & Research Unit):



E-mail :

Address (if different from registered offices):

SIRET No.: 130 023 285 00011

Category: **Public Institution of a Scientific, Cultural  
and Professional Nature [EPSCP]**

## HOST ORGANISATION

Name:  
Address (registered offices):

Country:

Represented by :

Capacity of the representative:

Name of the agreement signatory:

Capacity of the signatory:



E-mail:

Department/Service (in which the internship will be carried out):

Location of the internship:  
Address (if different from registered offices)

SIRET no. (Registration no.):

Category:

- |  |  |
|--|--|
| <input type="radio"/> Large company<br>( > 5,000 employees)              | <input type="radio"/> Mid-cap company (>250 & < 5000<br>employees) |
| <input type="radio"/> Small to mid-sized company (20 -<br>249 employees) | <input type="radio"/> SOHO (0 -19 employees)                       |
| <input type="radio"/> Public body  | <input type="radio"/> Voluntary sector                             |
| <input type="radio"/> Independent doctor's surgery                       | <input type="radio"/> Healthcare centre                            |
| <input type="radio"/> Other:   |  |

## THE INTERN

Student card no.:

Surname:

First name:

Gender:  F  M

DOB:

Nationality:

Address:



E-mail:

Name of the course or curriculum followed at the institute of higher education (specify the distinction as well as the course):

Level:

Annual hourly volume of teaching:

Type of internship:  EU Obligatory  EU Optional (or facultative)  Gap year

EU code and label:

SUPERVISION OF THE INTERN BY THE INSTITUTION

First and last names of the referent teacher:

Grade:

☎:

E-mail:

Terms of supervision (visits, telephone rendez-vous, etc.):

Special arrangements:

Terms for internship validation (ECTS credits if relevant):

SUPERVISION OF THE INTERN BY THE HOST ORGANISATION

First and last names of the internship advisor:

Position:

Department/Service:

☎ :

E-mail:

**THEME OF INTERNSHIP / POSITION TITLE:**

Tasks assigned (according to course objectives and skills to be learnt):

Skills to be learnt or developed by the intern during the internship:

Will the intern be exposed to risks related to exposure/manipulation of dangerous substances or radiation?

No risk

Risk: specify

***The assignment, to the intern, of tasks that may be dangerous for their health or safety is forbidden.***

Date of internship: from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Duration of internship (specify the number of days or hours of actual presence):

Hours per week:  full time  part time

If nothing is indicated, see the schedule attached to the agreement.

**SPECIAL ARRANGEMENTS**

Work at night and/or on bank holidays:

Temporary interruption:

Journeys planned:

Other working restrictions:

**STIPEND**

Internship with stipend:  Yes  No

The amount of the stipend is set (indicate currency):  per hour  per day  per month

Other benefits granted (in addition to legal benefits set out under items 5.2 & 5.3 of this agreement):

**LEAVE AND AUTHORISED ABSENCE**

Terms of leave and authorised absence during the period of internship:

**HEALTHCARE INSURANCE OFFICE TO BE CONTACTED IN THE EVENT OF AN ACCIDENT**

Internship without stipend or a stipend that does not exceed 15% of healthcare insurance cap:

Healthcare office [CPAM] Paris  
75948 Paris cedex 19

Internship where the stipend exceeds 15% of healthcare insurance cap (provide the healthcare insurance [CPAM] address for the intern's place of residence)

**SOCIAL SECURITY PROVIDED BY THE HOST ORGANISATION (within the framework of internship abroad)**

- Healthcare insurance is a part of the continuity, when abroad, of rights under French law
- Healthcare insurance is derived exclusively from the continuity, when abroad, of rights under the French student regimen

### **Item 1 - Purpose of the agreement**

This agreement governs the relationships of the host organisation with the institute of education and the intern.

### **Item 2 - Purpose of the internship**

The internship consists of a temporary period during which the intern evolves in a professional environment where he may acquire professional skills and implement the knowledge and skills acquired during training, with the aim of obtaining a qualification or a certification and to favour their professional integration. Over the course of the internship, the intern will be assigned one or more tasks that correspond to the pedagogical project defined by their institute of education; they are approved by the host organisation and by their institute of education. It is hereby reminded that the assignment, to the intern, of tasks that may be dangerous for their health or safety is forbidden. The host organisation must make mention in the agreement of any risks related to the exposure or the manipulation of dangerous substances or radiation. According to the type of exposure, the intern will provide a vaccination certificate and a medical certificate, stating there are no known contraindications.

### **Item 3 - Hosting and supervision of the intern**

For the duration of the internship, the intern conserves their student status. They are supervised by the referent teacher, designated herein, and by the service or the department responsible for internships. The referent teacher is a member of the educational team for the student's training course. They validate the tasks assigned to the intern in relation to the objectives of the training course or of the student's project.

The internship advisor, designated by the host organisation, is responsible for the monitoring of the intern and for optimising the internship's conditions of application in compliance with the predefined pedagogical requirements.

The referent teacher and the advisor are the guarantors of compliance with the internship agreement's specified pedagogical provisions. Whenever necessary, the intern is authorised to return to their institute of education during the internship period to take part in lessons, participate in meetings and sit exams. The relevant dates will be brought to the attention of the host organisation by the institute of education. The host organisation authorises the intern to make trips.

For all trips, the intern must obtain prior authorisation from the host organisation, which shall be communicated to the institute of education. Trips abroad are subject to a security procedure within the institute of education that may, as necessary, require the opinion of their Defence and Security Official. Students carrying out their internship abroad are advised to register with the registry of French citizens abroad and to request a consular card. Registration with the site Ariane is also required.

Any difficulties encountered in the execution of the internship, whether observed by the intern themselves or by the internship advisor, must be reported immediately to the referent teacher and the institute of education in order that they be resolved as quickly as possible.

No costs will be assumed for the internship advisor (or any other member of the host organisation) who visits the institute of education for the purposes of preparation, execution or validation of the internship.

### **Item 4 - Duration of the internship**

The duration of an internship carried out by the same intern, within the same host organisation, cannot exceed six months per academic year. This duration is ascertained in consideration of the elements of this internship agreement and any potential amendments thereto. It is calculated based on the actual attendance time of the intern at the host organisation. Every period of at least 7 hours attendance, consecutive or not, is considered as being equivalent to one day and every period of at least twenty-two days attendance, consecutive or not, is considered as being equivalent to one month. Days of leave and authorised absence in the event of pregnancy, paternity or adoption, as well as leave and authorised absence provided for herein, are to be included in the total duration of the internship, although they will not represent actual attendance of the intern for the basis of calculating the stipend as provided for under item 5 or the pedagogical validation of the internship.

### **Item 5 - Stipend and other benefits granted**

**5.1.** In France, when the duration of an internship exceeds, consecutively or not, over the course of the same academic year: forty-four days, two months or three hundred and eight hours, an obligatory must be paid to the intern, except in the event of specific rules, applicable in certain French overseas collectivities and for internships that fall within the scope of article L.4381-1 of the French Public Health Code. In monthly instalments, the stipend is owed as of the first day of the first month of internship and is pro-rated in relation to the intern's actual attendance as defined under item 4; in this case, days of leave and authorised absence in the event of pregnancy, paternity or adoption, as well as leave and authorised absence provided for herein, are not taken into account for the calculation of the stipend due.

In the absence of a branch agreement, or an extended professional accord, stipulating a higher rate, the amount for the stipend for an intern is fixed at 15% of the social security's hourly cap, defined by application under article L.241-3 of the French Social Security Code, and without prejudice to the reimbursement of expenses paid out by the intern for the execution of their internship or the benefits offered, where applicable, for meals, accommodation and transport.

The stipend due by a public authority cannot be cumulated with remuneration paid by that same authority over the course of the period in question. The host organisation may also decide to pay a stipend for internships whose duration is less or equal to two months.

The amount of the social security cap may be changed over the course of the internship, in view of revisions that may be applied on a national scale (French Code of Education, Social Security Code).

**5.2.** Access to employee rights - benefits: With the exception of specific rules applicable in some French overseas collectivities, the intern benefits from the protection and rights mentioned under articles L.1121-1, L.1152-1 and L.1153-1 of the French Labour Code, subject to the same conditions as employees and, as with the latter, also has access to the company restaurant or to meal-vouchers provided for under article L.3262-1 of the French Labour Code as well as to social and cultural activities mentioned under article L.2323-83 of that same Code. he also benefits from the cover of transport costs provided for under article L.3261-2 of the Code.

**5.3.** Access to officers' rights - benefits: With the exception of specific rules applicable in some French overseas collectivities, the cost of travel by interns at a public authority, to and from their home and their place of internship, are covered under the terms set-out by the decree no.2010-676 of 21 June 2010; temporary assignments, carried out within this framework, are also covered for transport costs, according to the provisions of decree no.2006-781 of 3 July 2006.

### **Item 6 - Social security and accidents at work**

For the duration of the internship, the intern remains affiliated to their previous social security regime. he benefits from the legislation concerning accidents at work or during transport, in application of article L.412-8 of the French Code of Social Security, both for accidents that occur at the host organisation and for journeys made for the purposes of the internship, in France or abroad.

Should the social security regime so require, they will be notified in advance of any internships to be carried out abroad.

The arrangements for assuming any eventual costs depend upon several factors, in particular the amount of the stipend allocated to the intern, the nationality of the host organisation and the country in which the internship is carried out.

### **6.1. A stipend less than or equal to 15% of the social security's hourly cap**

In this case, the stipend is not subject to social contributions and the student benefits from the legislation concerning accidents at work under article L.412-8 §2 of the French Code of Social Security, student regime.

In the event that the intern should have an accident, either during the course of his activities within the organisation, or during a journey to or from, or at one of the places necessary for the purposes of the internship and for medical, dental surgery or pharmacy students who do not possess hospital status during the internship carried out under the terms provided for at §2-b under article L.412-8 of the French Code of Social Security, if the stipend is less than or equal to 15% of the social security's hourly cap, the host organisation must inform the institute of education of the accident within 24 hours, who will, in their capacity as the student's employer, make the declaration, pursuant to 'I' under article R.411-2 (C) of the French Code of Social Security. In addition, the institute of education will ensure that the host organisation receives a copy of the declaration of accident at work sent to the relevant healthcare insurance office.

### **6.2. A stipend exceeding 15% of the social security's hourly cap**

Social contributions are calculated on the difference between the amount of the stipend and 15% of the social security's hourly cap, and the intern benefits from legal cover in application of the provisions under articles L.411-1 et seq. of the French Code of Social Security.

The host organisation undertakes to fulfil all the necessary formalities in order that the intern be covered in terms of risk "accidents at work and professional illness" [ATMP] and in particular the affiliation and payment of contributions. In the event that the intern should have an accident either during the course of his activities within the organisation, or during a journey to or from, or at one of the places necessary for the purposes of the internship, the host organisation will carry out all the necessary formalities with the healthcare insurance office and notify the institute of education without undue delay.

### **6.3. Healthcare coverage of the intern abroad**

When the internship takes place abroad, should an accident occur at the host organisation, it is the latter's responsibility to alert the institute of education as quickly as possible and to comply with the provisions of item 6.4.

#### Coverage from French student regime

- For internships within the European Economic Area (EEA), carried out by student-nationals from one of the European Union member countries, the student must request the European Healthcare Insurance Card [CEAM]
- For internships to be carried out in Quebec by students of French nationality, the student should request the form SE401Q (104 for internships, 106 for inter-university exchanges);
- In all other events, students that incur healthcare costs may be reimbursed by the mutual healthcare insurance policy which covers them for such costs upon their return and presentation of justifying documents: refunds will then be made on the basis of French healthcare tariffs.

#### Coverage from host organisation

The host organisation indicates on page 3 of this agreement whether or not they intend to provide healthcare insurance for the intern by virtue of local law.

### **6.4. Coverage for accidents at work of the intern abroad**

- 1) In order to benefit from French legislation concerning coverage for accidents at work, the internship must:
  - Be of a duration of 6 months at the most, including prolongations;
  - Not involve any remuneration likely to grant entitlement to insurance for accidents at work in the host country; compensation or a stipend is allowed within the limit of 15% of the security social's hourly cap (see item 5), and subject to the consent of the Healthcare Insurance Office [CPAM] regarding the request for the maintaining of rights;
  - Take place exclusively at the organisation, signatory of this agreement;
  - Take place exclusively in the host country mentioned.
  - When these conditions are not fulfilled, the host organisation undertakes to make the necessary social contributions to ensure coverage of the intern and to carry out the relevant formalities in the event of an accident at work.
- 2) The declaration of accidents at work is the responsibility of the institute of education who must be informed by the host organisation in writing within 48 hours of the occurrence.
- 3) Coverage concerns accidents that occur:
  - At the place of internship and during the hours of internship;
  - During the usual journey to and from the intern's place of residence abroad and the location of the internship;
  - Within the framework of a mission assigned by the intern's host organisation and obligatorily by mission order;
  - During the first journey from their home to their place of residence abroad for the purposes of the internship (journey at the date of the start of internship);
  - During the last return journey from their place of residence abroad to their own home.
- 4) In the event that only one of the conditions provided for under item 6.4-1 is not fulfilled, the host organisation undertakes to cover the intern against the risk of accidents at work, of travel and of professional illnesses and to ensure all the necessary formalities.
- 5) In all events:
  - If the intern is victim to an accident at work during the internship, it is imperative that the host organisation immediately inform the institute of education of the accident;
  - Should the intern carry out limited assignments outside the host organisation or outside the country of internship, the host organisation must take all the necessary measures in order to provide the intern with appropriate coverage and must have informed the institute of education, pursuant to the provisions of item 3 herein.

### **Item 7 - Liability and insurance**

The host organisation declares itself guarantor in terms of civil liability. The intern is required to take out an insurance policy covering "civil liability" risks for the entire duration of the internship. When required, they will provide the relevant services of the institute of education with a certificate to that effect. For internships to be carried out abroad or overseas, the intern undertakes to take out an assistance contract (repatriation on health grounds, legal assistance...) and an accident insurance policy.

Should the host organisation provide the intern with a vehicle, it is the former's responsibility to first ensure that the vehicle's insurance policy covers its use by the intern. If, within the framework of their internship, the intern uses their own vehicle or a vehicle lent to them by a third-party, they must expressly declare this to the vehicle's insurer and, if necessary, pay the associated premium.

### **Item 8 - Discipline**

The intern is subject to the discipline and clauses of the host organisation's in-house rules, which are applicable to them and brought to their attention at the beginning of the internship, particularly: working hours, health and safety rules in effect. Any disciplinary sanctions may only be decided upon by the institute of education. In this event, the host organisation informs the referent teacher and the institute of education of the failings and provides them with tangible proof. In the event of severe disciplinary misconduct, the host organisation reserves the right to terminate the internship while complying with the provisions set-out under item 10 hereinafter.

### **Item 9 – Leave and authorised absence**

In France (with the exception of specific rules applicable in some French overseas collectivities or in public authorities), in the event of pregnancy, paternity or adoption, the intern benefits from leave and authorised absence for a period equivalent to that which is provided for employees under articles L.1225-6 to L.1225-8, L.1225-35, L.1225-37, L.1225-46 of the French Labour Code.

For internships whose duration exceeds two months but remains within the limit of the maximum period of 6 months, leave and authorised absence is possible. For all other temporary interruptions of internship (illness, unjustified absence...) the situation is brought to the attention of the institute of education by the host organisation by letter or by e-mail.

### **Item 10 - Premature interruption of internship**

In the event that the host organisation or the intern wishes to terminate the internship in advance, the institute of education must be informed in writing. If the execution of the internship is not compliant with the commitments made by the host organisation, the President of the institute of education may decide to end the internship by opposing the agreement. They will give prior notification to the host organisation's representative who will acknowledge receipt of this information. In all events, the reasons invoked will be examined in close consultation. The final decision to end the internship will not be made until this consultation phase has taken place.

The premature interruption of an internship leads to implementation by the institution of alternative means of validation, or a deferral of internship via amendment, in order to enable the realisation of the internship's full period as initially planned (implying the same tasks, host organisation and skills to be acquired).

If the actual duration of the internship is inferior to the duration intended in the curriculum, the course's validation may be contingent upon the realisation of a new internship during the academic year in progress or the following academic year, depending on the academic calendar and the internship rules in effect, specific to the training course in question.

The amount of the stipend due to the intern should the internship be interrupted will be pro-rated in relation to the intern's actual attendance as defined under item 5.

### **Item 11 - Reserved right and confidentiality**

Absolute confidentiality must be observed at all times. Interns undertake not to use information collected during the internship under any circumstances, including in their internship report, without the prior consent of the host organisation. This undertaking is valid not only for the duration of the internship period but also after its expiry. The intern undertakes not to conserve, remove or copy any document or software, of any kind whatsoever, belonging to the host organisation, without the latter's consent.

Given the confidential nature of information contained in the internship report, the host organisation may request that the diffusion of the report be restricted, or even request the withdrawal of certain confidential content. Individuals coming into such knowledge are bound by professional secrecy not to use nor to disclose information found in the report.

### **Item 12 - Intellectual property**

Pursuant to the French Code of Intellectual Property, should the intern's activities give rise to the creation of a work protected by copyright or by industrial property (including software), and the host organisation wishes to use this work with the given consent of the intern, a contract will be drawn up and signed between the intern (author) and the host organisation. Any use of the work without the authorisation of its author constitutes a counterfeiting offence, punished under the provisions of article L.335-2 of the French Code of Intellectual Property. The contract signed between the host organisation and the intern should specify the extent of rights conceded, any eventual exclusivity, the purpose, the supports used and the duration of the concession, as well as, if relevant, the amount of compensation due to the intern in view of the transfer. This clause applies regardless of the host organisation's status.

### **Item 13 - End of internship and assessments**

At the end of the internship,

- The host organisation will provide a certificate that allows the intern to request possible entitlement to the pension contribution system, provided for under article L.351-71 of the French Code of Social Security; it also fills out an assessment form concerning the intern's activity that is returned to the referent teacher.
- The Parties involved in the present agreement are invited to formulate an appraisal on the quality of the internship;
- The intern will assess the quality of arrangements organised by the host organisation to receive and support them during their internship. To do so they will communicate a document that will not be taken into consideration in the assessment or the obtaining of the qualification or certification.

### **Item 14 - Applicable law**

This agreement is exclusively governed by French law. Any dispute not resolved through amicable terms will be subject to the competent French jurisdiction, whether the internship takes place in France or abroad.

Given the confidential nature of information contained in the internship report, the host organisation may request that the diffusion of the report be restricted, or even request the withdrawal of certain confidential content.

<p><b>For the Host Organisation</b> Name and signature of the representative, Stamp</p>	<p><b>The Internship Advisor (at the host organisation)</b> Name and signature</p>
<p><b>The Intern (or their legal representative if required)</b> Name and signature</p>	<p><b>Intern's Referent Teacher</b> Name and signature</p>
<p><b>Stamp of For the Institute of Higher Education</b></p>	<p><b>For the Institute of Higher Education Nathalie DRACH-TEMAM</b> Présidente of Sorbonne University P.O <b>Franck FERREIRA</b></p> <p>Signed at _____, on _____</p>