

Placement agreement

Between :

a / The University of Limoges, referred to as "the university", acting on behalf of the following school or faculty :

- | | |
|---|---|
| <input type="checkbox"/> Faculty of Law and Economics | <input type="checkbox"/> IPAG |
| <input type="checkbox"/> Faculty of Science | <input type="checkbox"/> IUT |
| <input type="checkbox"/> Faculty of Literature and Humanities | <input type="checkbox"/> ENSIL |
| <input type="checkbox"/> Faculty of Medicine | <input type="checkbox"/> IAE |
| <input type="checkbox"/> Pharmaceutical Faculty | <input type="checkbox"/> ESPE |
| <input type="checkbox"/> CDE | <input type="checkbox"/> Doctoral College |

represented by its President,

b / HOST ORGANIZATION

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) :

c / THE INTERN

Last name : First name :

Sex : F M

Date of Birth :/...../.....

Address :

☎ : email :

TITLE OF INTERNSHIP OR TRAINING COURSE TAKEN AT THE INSTITUTION OF HIGHER EDUCATION, AND HOUR VOLUME (ANNUAL OR HALF-YEARLY) :

.....

d / SUBJECT OF INTERNSHIP

.....

Dates : From To

Representing a **total duration** of (Number of Weeks / Months (cross out the inappropriate item))

corresponding to..... actual days of attendance at the host organization

and corresponding to..... actual hours of attendance at the host organization

Distribution, in case of discontinuous attendance : Number of hours per week or hours per day (cross out the inappropriate item)

Comments :

e / SUPERVISION OF INTERN BY THE EDUCATIONAL INSTITUTION

First and Last name of academic advisor :

Position (or discipline) :

☎ : email :

f / SUPERVISION OF INTERN BY THE HOST ORGANIZATION

Full name of training supervisor :

Position :

☎ : email :

g / Primary health insurance agency to contact in case of accident (corresponds to intern's place of residence, unless otherwise specified) :

Article 1 : This Agreement governs the host organization's relationship with the educational institution and the intern.

Article 2 : 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 :

.....

Article 3 : 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*)

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 :

.....

Article 4 : The intern will be supervised by his academic advisor, as designated in this agreement, as well as by the institution's internship program 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 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. The host organization may permit the intern to travel.

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.

Supervisory procedures (visits, scheduled telephone calls, etc.) :

.....

Article 5 : Stipend yes no

The amount of the stipend is set at per hour / day / month (*cross out any inappropriate items*)

Other benefits granted :

Article 6 : 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, 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.

a) 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 "6-e") 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.

b) 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.

c) 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.
- d) In the event that one of the conditions set forth in section 6.a / 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.
- e) 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 : Health Insurance for interns working abroad

a) 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 "7-b)" below).

b) 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 "7-a)" shall apply.

Article 8 : 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.

Article 9 : 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 10 of this agreement.

Article 10 : The host organization shall notify the educational institution of any 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 11 : 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 shall be constrained by commitments to professional secrecy to refrain from any use or disclosure of the information in the report.

Article 12 : 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 13 :

a) 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.

b) 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 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.

c) 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 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.

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

Number of ECTS (if applicable) :

Article 14 : 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.

Made in This day the

FOR THE EDUCATIONAL INSTITUTION
Name and signature of the representative
Of the institution

FOR THE HOST ORGANIZATION
Name and signature of the representative
Of the host organization

INTERN (AND LEGAL REPRESENTATIVE IF ANY)
Name and signature

The internship supervisor for the host organization
Name and signature

The intern's academic advisor
Name and signature

INTERNSHIP CERTIFICATE

To be issued to the intern upon the conclusion of the internship

THE HOST ORGANIZATION (organisme d'accueil)

Name or company name :

Address :

☎ email :

Hereby certifies that (certifie que)

THE INTERN (le stagiaire)Last name : First name : Sex : F M Date of birth :/...../.....

Address :

☎ email :

A STUDENT OF (title of the training course or higher education curriculum being followed by the intern) :

AT (name of the higher education institution or training organization) :

Has completed an internship as part of his/her studies

INTERNSHIP DURATIONInternship start and end dates : **From**/...../..... **To**/...../.....Representing a **total duration** of (Number of months / Number of Weeks) (cross out any inappropriate item)

The total duration of the internship is assessed in consideration of the actual presence of the student within the organization, subject any authorized time off and leaves of absence granted, as provided under article L.124-13 of the education code (art. L.124-18 of the education code). Each period of at least 7 hours of presence, whether consecutive or otherwise, is considered equivalent to one day of internship work, and each period equal to at least 22 days of presence, consecutive or otherwise, is considered equivalent to one month.

TOTAL AMOUNT OF STIPEND PAID TO THE INTERN : (MONTANT DE LA GRATIFICATION VERSEE AU STAGIAIRE)The intern has received an internship stipend **totaling**

(Le stagiaire a perçu une gratification de stage pour un montant total de)

The course certificate is an indispensable element, for consideration, subject to the payment of a fee, of the internship work in determining retirement benefits. Retirement pensions legislation (Law No. 2014-40 of January 20, 2014) grants students whose internship work is allocated a stipend the possibility of having such work validated within two calendar quarters, subject to the payment of a fee. The application is to be made by the student within the two years of the end of the internship, and requires the presentation of the internship certificate indicating the total duration of the internship and the total amount of the stipends paid. Specific information regarding the fee to be paid and the procedure to follow may be requested from the Social Security administration (Social Security Code, art. L.351-17 - Education Code, art. D.124-9).

MADE IN **THIS DAY**
THEName, position and signature of the representative of
the host organization