RÉPUBLIQUE FRANÇAISE
Liberté Égalité Fraternité

Lycée professionnel
Lycée des Métiers d'arts du bois et de l'ameublement
Revel

Academic year : 2023-2024
Internship agreement between

1 - THE EDUCATIONAL OR TRAINING INSTITUTION	2 - HOST ORGANIZATION
Name : Lycée des métiers d'art, du bois et de l'ameublement **Address :** Rue André-Charles Boulle BP 53 31250 REVEL **Phone** : (+33) 5 61 83 57 49 **Email** : sctxrevel@gmail.com **Represented by** (agreement-signing party) M. Jérôme TESSEYRE **Capacity of the representative *:*** Headquarter **Insurance Company : MAIF** **Contrat number** : 1436136B	**Name :** **Address :** **Phone** : **Email** : **Represented by** (agreement-signing party) **Capacity of the representative :** **Department in which the internship will be conducted** : …….. **Location of internship** (if different from that of the organization) : …….. **Insurance Company :** **Contrat number :**

3 - THE INTERN

Last name : …… **First name** : …….. **Sex** : F ☐ M ☐
Date of Birth : ……. /…… /…….
Address : ……..
Phone : ……
Title of internship or training course taken at the institution of higher education, and hour volume (annual or half-yearly) :
……
……..

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 ……..

SUPERVISION OF INTERN BY THE EDUCATIONAL INSTITUTION	SUPERVISION OF INTERN BY THE HOST ORGANIZATION
Full name of academic advisor *(enseignant référent)* : …….. Position (or discipline) : ..... Phone :…….. Email : …….....	Full name of training supervisor : ……..…… Position *:* ……..…….. Phone :…….. Email : …….....

Primary health insurance agency to contact in case of accident (corresponds to intern's place of residence, unless otherwise specified) : (*Caisse primaire d'assurance maladie à contacter en cas d'accident (lieu de domicile du stagiaire sauf exception))*
……

Copy for :

☐ The host organization ☐ The educational institution ☐ The intern

Article 1 - Purpose of the Agreement

This Agreement governs the host organization's relationship with the educational institution and the intern

Article 2 - Objective of Internship

The internship is a temporary period of work in a professional environment, where the student will acquire professional skills and put into practice the knowledge gained from his education in view of earning a diploma or certificate, and facilitating his professional integration. The intern will be given one or more tasks, in conformance with the educational plan established by the educational institution and approved by the host organization.

The educational institution and the host organization will establish the schedule based on the general training program being offered.

ACTIVITIES ASSIGNED :

…… ……..
……
…… ……..

Article 3 - Terms of Internship

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*)

Schedule :

Monday	….. : …. / …. : …. am	….. : …. / …. : …. pm
Tuesday	….. : …. / …. : …. am	….. : …. / …. : …. pm
Wednesday	….. : …. / …. : …. am	….. : …. / …. : …. pm
Thursday	….. : …. / …. : …. am	….. : …. / …. : …. pm
Friday	….. : …. / …. : …. am	….. : …. / …. : …. pm
Saturday	….. : …. / …. : …. am	….. : …. / …. : …. pm

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 - Intern hosting and supervision

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 - Benefits

In France, whenever an internship is to have a duration greater than two months, whether they run consecutively or not, a stipend must be paid, except as provided under special regulations applicable for certain French overseas collectivities or for internships covered by article L4381-1 of the Public Health Code.

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, accommodations and transportation.

The organization may decide to pay a stipend for internships with a duration of two months or less.

In case of a suspension or termination of this agreement, the amount of the stipend due to the intern shall be prorated based on the duration of the internship conducted.

Internship durations qualifying for the payment of a stipend are determined in consideration of this agreement and any amendments thereto, as well as the number of days of the intern's physical presence within the organization.

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

Article 6 - Social Welfare Coverage Framework

For the duration of his internship, the intern shall remain covered under his previous former social welfare protection framework.

Internships conducted abroad shall be reported to the Social Security administration when required, prior to the intern's departure.

For internships conducted abroad, the following provisions shall apply, subject to their conformance with the legislation in effect in the host country and the laws governing the host organization.

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 impacting the intern occur, either during his activities within the organization, or during his commute, or on premises used for the purposes of the internship, and also for students of medicine, dental surgery, or pharmacy without hospital-staff status, engaged in an internship conducted under the conditions provided in item b of the 2nd section of Article L.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 educational institution as well.

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 activities within the organization, or during his commute, or on premises used for the purposes of the internship, the host organization shall handle the necessary formalities with the Primary Health Insurance Agency and shall inform the institution as soon as possible.

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 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 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.

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.
Time off or leaves of absence are possible for internships lasting more than 2 months but 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 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 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) 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 and L.1225-46 the labor code.

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.

MADE IN …… **THIS DAY THE** ……..……..

FOR THE EDUCATIONAL INSTITUTION

Name and signature of the representative of the institution

…….…….

INTERN (OR LEGAL REPRESENTATIVE)

Name and signature

……..

THE INTERN'S ACADEMIC ADVISOR

Name and signature

……...

FOR THE HOST ORGANIZATION

Name and signature of the representative of the host organization

……...

THE INTERNSHIP SUPERVISOR FOR THE HOST ORGANIZATION

Name and signature

……...

Forms to be attached to this agreement :

① *Internship certificate (following page)*
② *Foreign internship form (for information regarding social security, see the website cleiss.fr; for country-specific documentation see the website diplomatie.gouv.fr)*
③ *Other appendices (if any)*

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Internship certificate

Intented for the intern upon the conclusion of the internship

HOST ORGANIZATION

Name or Company name and address :

Hereby certifies that

THE INTERN

Last name : First name : Sex : F ☐ M ☐

Date of birth : / / (DD/MM/YYYY)

Address :

Phone : 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 DURATION

Internship dates : **From** : / /

To : / / (DD/MM/YYYY)

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.

ASSESSMENT ON THE INTERN'S ACTIVITY

TOTAL AMOUNT OF STIPEND PAID TO THE INTERN :

The intern has received a total internship stipend of €

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 THE

Name, position and signature of the representative of the host organization :