

2010-2011 Academic year

**TRAINEESHIP AGREEMENT**  
**Carried-out abroad or in a French "overseas country" (\*)**

and

Unit (Research & Training / other): ..... : **"INCLUDED IN A TEACHING CURRICULUM"**  
 Address: ..... **COMPULSORILY OR OPTIONALLY**  
 .....  
 Tel / Fax: .....

(\*) French Polynesia or New Caledonia

**Between:**

- **Of the first part, the University of Franche-Comté,** referred to hereinafter under the term the Teaching Institution, and represented by its President, Mr. Claude Condé, who has delegated his administrative signing authority to:

Mr./Mrs .....  
 (UFR) or the Institute of .....

Address:.....

Tel. / Fax/ Email: .....

- **Of the second part, the following Organisation receiving the trainee:** .....

represented by: .....

Address:..... Country: .....

or French overseas country: .....

- **and, lastly the following trainee:** Mr., Mrs., Miss (Family and First name ): .....

Address: .....

Social Security number: .....Tel.: .....Email: .....

**The following has been agreed:**

◆ **Article 1. Subject:**

The traineeship is scheduled in the teaching programme of the following training course (full title of the diploma, the year and the speciality) .....

.....undertaken by the trainee at the University of Franche-Comté.

**Its theme is as follows:** .....

The aim of this traineeship is to:

- Enable the student to enter into contact with the world of work.
- Test his or her personal capacity to adapt.

- Give him or her the chance to put into practice the theoretical and methodological knowledge acquired during his or her training.

◆ **Article 2. Trainee's status – Induction and supervision:**

The trainee, throughout his or her traineeship with the receiving organisation, shall remain a student of the Institution; he or she is regularly monitored by the latter. The Receiving Organisation appoints a “mentor” in charge of technical monitoring and optimising conditions for performing the traineeship. The student may return to the Teaching Institution during the traineeship, to attend certain classes explicitly required by the teaching programme, take part in meetings, etc., the dates of which shall be communicated to the Receiving Organisation by the Teaching Institution.

◆ **Article 3. Conditions of execution and performance:**

- **At the Receiving Organisation, the person in charge of monitoring the student's work during the traineeship is:**

NAME: ..... Position / department: .....

Address: .....

Tel: ..... Fax: ..... Email: .....

- **At the Teaching Institution, the trainee's tutor is:**

NAME: ..... Position: .....

Address: .....

Tel: ..... Fax: ..... Email: .....

- **The traineeship shall take place at the following address:**

Address: ..... Country: .....

or French overseas country: .....

◆ **Article 4. Terms of the traineeship:**

**4.1 Duration and possible extension of the traineeship (days, months, weeks):**

The duration of the traineeship is..... It will take place from ..... to .....

Exceptionally, **the course may be extended**, for the purpose of completing a project **until 30.09.2011, if necessary, subject to drawing up an amendment to the present agreement, within the limit of 12 months, including extensions (article R. 444-7 of the French Social Security Code).**

**4.2 Traineeship outline:**

The traineeship programme is drawn up by the Receiving Organisation in accordance with the studies and specialisation taken by the student trainee and in agreement with the tutor.

Activities entrusted to the trainee: .....

.....

.....

**4.3 Organisation of the trainee's working time within the Receiving Organisation:**

Maximum weekly duration of the trainee's working time with the Receiving Organisation: .....

Trainee's days of attendance in the Receiving Organisation, during the week: .....

Trainee's weekly work schedule with the Receiving Organisation: .....

Will the trainee be required to be present within the Receiving Organisation at night, on Sundays or public holidays? .....

If so, the Receiving Organisation must state the reasons and terms for such work: .....

.....

**4.4 Gratuity – Non-cash benefits – Reimbursement of expenses:**

The student may receive a **gratuity**. In the present case, this gratuity is fixed at..... euros per month.

If the trainee receives **non-cash benefits** (free meals, for example), the value of these benefits shall be added to the amount of the monthly gratuity mentioned in article 5.2.1 below, before comparison with the 12.5% of the French Social Security hourly limit (hourly rate of 22 Euros since 2010) per number of training hours registered by the student during the month in question.

List of **non-cash benefits** that may be offered to the trainee: .....

.....

.....

**Travel and accommodation fees** incurred by the student on request of the Receiving Organisation, as well as **training expenses that may be required by the traineeship**, shall be borne in full by the Receiving Organisation, in accordance with its enforceable internal procedure.

◆ **Article 5. Social protection:**

**5.1 Sickness and accident cover of students abroad:**

**5.1.1 French social security student scheme protection:**

1. Throughout the traineeship, the student may continue to receive benefits under the French student social security scheme, if he or she is registered. In order to benefit, he or she must, naturally, provide notification of his or her traineeship abroad in due time and receive approval from Social Security after having requested an application form to maintain rights to student sickness and accident protection abroad:

- a) For traineeships within the European Economic Area (EEA) performed by student nationals of a European Union member state, students must apply for a European Health Insurance Card (EHIC).
- b) For traineeships carried out in Quebec by students of French nationality, students must submit the form SE401Q (104 for traineeships in business, 106 for traineeships with universities).

2. In all other cases:

Students who incur health expenses abroad can be reimbursed by the mutual insurance company that serves as the student social security fund, on their return through submission of documented proof. Since these reimbursements are carried out using French rates for healthcare as a basis, significant differences may arise between the sums paid and those reimbursed. Students are therefore strongly recommended to take out top-up sickness and accident insurance valid for the country and duration of the traineeship from the company of their choice (student mutual insurance company, parents' mutual insurance company, private insurance companies, etc.).

Exception: if the Organisation receiving the trainee provides sickness and accident cover under the terms of local law (see paragraph 5.1.2. below), the student can then choose to benefit from such local sickness and accident protection. Before making such a choice, students should check the extent of guarantees offered.

**5.1.2 Protection provided by the Organisation receiving the trainee:**

By ticking the appropriate box below, the Receiving organisation stipulates whether or not it provides sickness and accident protection to the trainee, under the terms of local law:

- YES (this is additional to the possible maintenance abroad of rights pursuant to the French student social security scheme).**
- NO (the protection is therefore exclusively based on the possible maintenance abroad of rights pursuant to the French student social security scheme).**

**5.2. Occupational accident protection of the trainee abroad or in a French overseas country:**

**5.2.1 To be protected by French legislation on occupational accident cover, the traineeship shall:**

- Last for a period of at most 12 months, including extensions
- Receive prior approval from the CPAM given to the Institution, concerning maintenance of the insured's rights abroad or in a French overseas country.
- **Does not give rise to any gratuity by the host Organization over and above the 12.5% of the French Social Security hourly limit (hourly ceiling 22 Euros since 2010) by the number of hours of training completed during the month in question** (articles L. 241-3, L. 242-1, L. 242-4-1 and D. 242-2-1 of the French Social Security Code), i.e. per month, 22 Euros x 12.5% x 151.67 hours = 417.09 Euros, since 2010, for a weekly total of 35 working hours. In the present cases, considering the number of hours per month the student spends within the host Organization, this gratuity cannot exceed the amount of: 417.09 Euros/ 35 hours x .....hours = .....euros per month.
- Exclusively take place within the Receiving organisation party to this agreement.
- Takes place exclusively in the foreign country or the French Overseas country.

**5.2.2. The cover from which the trainee benefits concerns accidents that occur:**

- Within the premises of the traineeship location and scheduled traineeship hours.

- On the usual outward and inward journey from the trainee's place of residence abroad or in the French overseas country to the traineeship location.
- On the outward and inward journey (at the beginning and end of the traineeship) from the domicile of the trainee situated in France to the place of residence abroad or in the French overseas country.
- Within the scope of a mission entrusted to the trainee by the Receiving Organisation and compulsorily accompanied by a mission statement.

**5.2.3. If the terms stated above in points 5.2.1 and 5.2.2 are all met, the student shall then continue to benefit from the legislation on occupational accidents according to article L 412-8-2 of the French Social Security Code, "student" regime** (paragraph "a" for IUT and ISIFC students, paragraph "b" for those from other "components of the UFC, in application of articles D. 412-3, D. 412-4 and D. 412-6 of the same Code, whenever, in both cases, the students complete a course included in their "schedule" mandatorily or optionally).

**If an accident occurs, in this case, the student, either during his activity in the Host Organization or on the route to reach it, or on premises he has to visit for the needs of the course, the occupational accident declaration (articles R 412-4-I and R. 412-4-II of the French Social Security Code) is submitted by the Training establishment to the competent Primary Health Care Insurance Fund (see address on last page). The training establishment must, however, be informed in writing, within 48 hours, of the exact circumstances surrounding this accident, by the Host organization.**

Paragraphs 5.2.1 to 5.2.3 above apply to foreign students regularly registered in the Training establishment, for the university year in question.

**5.2.4. If any of the terms defined above in points 5.2.1 and 5.2.2 are not fulfilled,** the Host organization agrees, through this agreement, to cover the trainee (in so far as the legislation in the country or French Overseas territorial community hosting the trainee so permits) against the risk of occupational accidents, accidents on the route and professional diseases, to take care of all the necessary local declaration. The Host organization must, even in this case, inform the training Establishment **immediately** of any occupational accident which occurs to the student during the course.

**5.2.5. Similarly,** if the student carries out limited missions outside the Receiving Organisation or abroad or the French overseas country where the traineeship takes place, this Organisation must take all the necessary steps to provide him or her with the appropriate insurance.

#### ◆ **Article 6. Civil liability and insurance:**

Each of the three parties (the Teaching Institution, Receiving Organisation and Student) hereby declares that they hold civil liability insurance.

Whatever the nature of the traineeship and the country of destination, the trainee undertakes to take out assistance insurance (medical repatriation, legal aid, etc.) and individual accident insurance.

When the Receiving Organisation makes a vehicle available to the trainee, it is responsible for carrying out prior checks that the vehicle's insurance policy covers its use by a student.

*When, within the scope of his or her traineeship, the student uses his or her own vehicle or a vehicle lent by a third party, he or she must make a declaration thereof to the insurer of the said vehicle and, where applicable, pay the corresponding premium.*

#### ◆ **Article 7. Discipline:**

During the traineeship, the student is accountable to the discipline and internal rules of the Receiving Organisation, especially with regard to working hours and applicable health and safety rules.

Should any problems arise, the trainee's supervisor in the Receiving Organisation is required to notify the trainee's tutor in the Teaching Institution as quickly as possible.

Any disciplinary measures can only be decided upon by the Teaching Institution, on submission by the Receiving Organisation of elements displaying the negligence for which the trainee is blamed.

In case of especially serious breaches of discipline, the Receiving Organisation reserves the right to terminate the student's traineeship whilst respecting the provisions set out in article 8 of this agreement.

#### ◆ **Article 8. Absences and interruption of the traineeship:**

##### **Temporary interruption:**

During the traineeship, the student may, if the minimum period of time for the traineeship is respected, be given periods of leave. In such a case, this leave will be specified in an amendment to this agreement. For any other type of temporary suspension of the traineeship (illness, maternity, unjustified absence, etc.) the Receiving Organisation shall notify by post

the trainee's tutor at the Teaching Institution. In the case of absence, the trainee must warn his or her supervisor at the Receiving Organisation within the following twenty-four working hours.

**Definitive interruption:**

Trainees who interrupt their traineeship on their own initiative shall do so under penalty of forfeiting the traineeship.

**If any one of the three parties (the Receiving Organisation, Teaching Institution, or student) wishes to definitively suspend the traineeship**, they must inform the two others in writing. The reasons put forward shall be examined in close collaboration. The final decision to interrupt the traineeship shall only be taken on completion of this discussion phase.

**◆ Article 9. End of traineeship – Report – Evaluation:**

On completion of the traineeship, the student must provide the Teaching Institution with a traineeship report, for which an oral presentation may be given, depending on the specific teaching procedures of the diploma to be obtained. The trainee shall send his or her report to the Receiving Organisation. He or she may mention certain information and documents belonging to the Receiving Organisation, on the condition that he or she has obtained the prior agreement of the latter.

The trainee's tutor will ask the supervisor responsible, within the Receiving Organisation, for monitoring the student's work, to provide his or her evaluation of the trainee. The Receiving Organisation shall supply the trainee with a traineeship certificate describing its nature and duration. They must also complete the corresponding evaluation form (enclosed appendix ) and return it to the Institution.

The direct supervisor of the trainee within the Receiving Organisation or any other member of this Organisation called upon to visit the Teaching Institution as part of the preparation or performance of the traineeship shall not be able to claim any payment of expenses or compensation whatsoever from the Institution.

**◆ Article 10. Duty of non-disclosure and confidentiality:**

The student trainee undertakes to not use in any circumstances the information gathered or obtained within the Receiving Organisation with the aim of publishing them or communicating them to third parties without the prior agreement of the Management of this Organisation, including in the form of traineeship report. This commitment is not only applicable throughout the duration of the traineeship, but also after it has finished. The student undertakes to not keep, take or copy any document or software, of whatever nature, that belongs to the Receiving Organisation, except when authorised by the latter.

*N.B.: Within the scope of the confidentiality of the information contained in the traineeship report, the Receiving Organisation can demand that the circulation of this report is restricted. Moreover, it may request that certain very confidential elements be removed from the report.*

*The people who are led to read this report are therefore compelled by professional secrecy to not use or disclose the information contained in the report in question.*

**◆ Article 11. Possible recruitment:**

Should it come to pass that an employment contract is signed binding the student and Receiving Organisation before the finishing date of the traineeship, this agreement will become null and void and the Teaching Institution shall no longer be responsible for the student. The latter must imperatively be advised thereof before signing the contract.

**◆ Article 12. Applicable law – Competent courts:**

This agreement is exclusively governed by French law. Any disputes unresolved by amicable settlement shall be submitted to the competent French courts.

Drawn up in triplicate in .....

<p><b>Read and approved, The Chairperson of the University and, by delegation, the ..... of the Training and Research Unit or Institute</b></p> <p><b>On.....</b></p>	<p><b>Read and approved, The student trainee</b></p> <p><b>On .....</b></p>	<p><b>Read and approved, The Manager of the Receiving Organisation or his or her delegate</b></p> <p><b>On .....</b></p>	<p><b>The tutor in charge of monitoring the traineeship</b></p> <p><b>In .....</b></p> <p><b>On.....</b></p>
<p>Appendix: Evaluation Form</p>		<p>CPAM To be contacted in case of accident affecting the student:</p> <p>Address:</p>	