

## AGREEMENT OF COMPULSORY INTERNSHIP ABROAD

**Between:**

The University of Lyon 3 – Jean Moulin, a public institution with a scientific, cultural, and professional vocation, represented by **Mr Hugues FULCHIRON, President of the University, and by delegation of authority by Mr Jérôme RIVE, Director of the I.A.E.**  
 Address: 6 cours Albert Thomas – BP 8242 – 69355 LYON CEDEX 08 – FRANCE.

**Of the one part,**  
 hereinafter referred to as “the University”

**And**

The organisation where the internship is carried out «RaisonSociale»

Department «ServiceStage»

Legally represented by «PrenomNomSignataire», function : .....

Address: «AdresseSociete»

Organisation number: «SiretSociete»

Telefon number : «TelephoneSociete»

**Of the other part,**  
 hereinafter referred to as “the Organisation where the internship is carried out”

**And**

«PrenomNomEtudiant»

Date of birth «DateNaissance», place of birth «LieuNaissance»

Address : «AdresseStagiaire»

Telefon number: «TelephoneStagiaire»,

Mail : «MailStagiaire»

A student regularly enrolled in : «Diplome»

Matriculated: «NumEtudiant»

**Of the other part,**  
 hereinafter referred to as “the Student”



**It has been agreed:**

Pursuant to Article 9 of the Equality of Opportunity Act n° 2006-396, of March 31, 2006 and the decrees affecting its application  
 Pursuant to the Social Security Code, Articles L241-3, L242-4-1 and L 412-8 in particular,  
 Pursuant the Internship Charter of April 26, 2006  
 Pursuant to the recommendation of the Academic Studies and University Affairs Board of December 12, 2006  
 Pursuant to the approval of the Governing Board of the University of December 19,2006

**Article 1: EDUCATIONAL AIM AND INTERSHIP PROGRAM**

**1.1 Aims, Objectives and Purposes.**

The objective of the internship is the practical application of the student’s theoretical and methodological knowledge gained at university, the identification of his skills and the confirmation of his professional goal. Thus, the internship is intended to help the student start his professional life with a clear understanding of how an organisation operates and to shorten the period of adjustment to his professional life.

The internship is an integral part of the trainee’s curriculum of studies and is a requirement for the student to get his diploma. The program will be in keeping with the student’s area of specialisation and competences.

**Program: Missions Carried out by the student intern**

The theme of the internship is as follows: «Sujet»

Missions planned : «Domaine»

## **Article 2 : TERMS AND CONDITIONS OF THE INTERNSHIP**

### **2.1 OPERATION**

The duration of the internship shall be : «**DureeStage**» weeks.

It shall begin on «**DateDebut**» and finish on «**DateFin**» and in any event the internship shall expire before 30 September of the university academic year during which the diploma is obtained.

The working hours shall be those of the organisation, amounting to «**DureeHebdo**» hours weekly. During the duration of the internship, the student may be entitled to return to the University to attend certain courses, the dates of which shall be communicated to the organisation representative monitoring the student intern. The internship must not be disruptive to the academic coursework of the student, and may thus not take place over the same period that lectures, seminars, tutorials or practical work are scheduled. In no circumstances shall the internship be used as an excuse for absence from the first university examination session.

### **2.2 Reception of student intern and monitoring : names and positions of representatives monitoring student interns**

within the University principal internship tutor : «**PrenomNomEnseignant**»

- within the organisation where the internship is being carried out : «**PrenomNomMaitre**»

The internship may be suspended or discontinued by any party, after notice has been given to the other parties, in the event of failure by a party to comply with its obligations.

### **2.3 Special circumstances : (night work, working on Sundays and Public Holidays, part-time work)**

«**Particularites**»

## **Article 3 : PLACE OF INTERNSHIP**

The internship shall take place on the premises of the organisation hosting the internship, at the following address : «**AdresseStage**»

In the following department : «**ServiceStage**»

At the request of the organisation where the internship is being carried out the student intern may be entitled to travel for the purposes of the internship. Any travel undertaken by the student intern, outside national territory, shall be subject to a request for permission accepted by the Department of National Health office. The University shall be informed in due time of any travel planned outside national territory in order to obtain the agreement of the Department of National Health office. The travelling can only take place once the permission has been communicated by the University to the organisation where the internship is being carried out, failing which the student and the organisation where the internship is being carried out shall be liable for any legal proceedings or financial penalties arising as a consequence.

### **Use of a vehicle during the internship**

*Vehicle belonging to the organisation where the internship is carried out*

If the student intern uses a vehicle belonging to or hired by the organisation hosting the internship, the latter shall check that the terms and conditions of the motor insurance policy cover the student intern for any damage he may suffer or cause whilst using the vehicle to carry out missions within the scope of the internship. The liability of the University shall not be incurred in the event of damage suffered and/or caused by the student intern when using the vehicle of the organisation hosting the internship.

*Use of the student intern's vehicle*

When the student intern uses his own vehicle or a vehicle lent by a third party for the purposes of the internship, he shall expressly stipulate this utilisation to the insurer of the said vehicle and shall pay any premium if required to do so.

## **Article 4 : BONUSSES, ALLOWANCES AND EXPENSES**

### **4.1 Bonus : premise**

The organisation where the internship is carried out may pay the student intern a bonus, the allocation and amount of which is left to the appreciation of the said organisation. Where the amount of the bonus added to the amount of any fringe benefits exceeds 417.09 Euros per month for 35 hours of work per week, the student intern shall not be covered by the provisions of French legislation providing for insurance coverage for accidents at work. In this case it shall be the responsibility of the organisation where the internship is carried out to provide coverage for this risk, or if this is not provided it shall be the responsibility of the student intern to take out private insurance covering the risk of accident at work.

### **4.2. Amount of the bonus and terms and conditions of payment**

The amount of the bonus and the terms and conditions of its payment shall be as follows : «**gratification**»

.....  
The fringe benefits (should there be any) enjoyed by the student intern are : «**avantages**»  
.....

#### 4.3 The special case of internships lasting longer than two months :

If an internship lasts more than two consecutive months, the organisation where the internship is carried out, with the exception of public bodies, associations and structures which do not have organisation status, may pay the student intern a bonus.

#### 4.4 Reimbursement of expenses incurred in the carrying out of the internship

The expenses incurred by the student intern whilst carrying out the activities assigned to him by the organisation where the internship is carried out shall be at the expense of the said organisation.

### Article 5 : ACCIDENTS AT WORK, INSURANCE

#### 5.1 Medical insurance

The student intern shall, before his departure, contact his local Social Security centre and a private insurance organisation to examine the terms and conditions of insurance coverage for health risk in the country being travelled to.

In particular, for internships taking place in the European Economic Area, the student intern shall make a request at least 15 days before his departure to his Department of National Health office for a European medical insurance card, which allows the beneficiary to be covered for unexpected health expenses in the country being travelled to, in accordance with the labour legislation and regulations in force therein.

For internships taking place outside the European Economic Area, the student intern shall be responsible for the costs of medical care. The reimbursement of the costs shall be effectuated by the Department of National Health office in France upon production of the relevant documents.

NB. In some countries the costs of medical treatment are very high and far superior to the reimbursement effectuated by French social security coverage. The student intern is thus strongly advised to take out supplementary insurance coverage according to the country in which the internship takes place.

Finally, the student intern shall be the holder of private insurance covering the eventualities of repatriation, advance payments or excessive expenses.

#### 5.2 Accidents at work

The student shall, before departure, contact his Social Security centre to examine the terms and conditions of insurance coverage for accidents at work in the country being travelled to.

NB. Prior notice of unremunerated internships carried out abroad shall be given, and the consent of the National Health Service to cover accidents at work during the latter must have been given, before the departure of the student.

#### 5.2.1 ■ Insurance cover for accidents at work shall pertain to accidents taking place :

- On the premises of the establishment where the internship is being performed and during the working hours of the internship
- On the habitual return journey between the residence of the intern in the foreign country and the place of his work
- On the return journey at the beginning and the end of the internship between the domicile of the intern situated on French territory and his residence in the foreign country
- Within the scope of a mission assigned by the organisation hosting the internship and, necessarily, where authorisation to carry out the mission has been granted.

#### 5.2.2 ■ The student intern shall be covered against accidents at work by French legislation where all the four following conditions are present :

- The student intern shall neither be paid any bonus nor enjoy any bonus and/or fringe benefits in excess of 398 Euros per month for 35 hours of work per week.
- The internship shall be a part of the curriculum and put taught theory into practice
- The internship shall be less than or equal to 6 months
- The internship shall take place exclusively in the foreign country specified in the agreement

When these four conditions are satisfied, the student intern shall be entitled to enjoy the right to social security benefits against accidents at work provided by French legislation during internships. The student intern shall remain affiliated to the same Social Security scheme as during his years of higher education. The work accident contribution shall be paid by the Education Offices of the regional education authority on the basis of the declaration made by the University.

The accident at work or travel declarations pursuant to article L412-8 of the Social Security code shall be responsibility of the University.

→ In the event of an accident involving the student intern either during the internship or during the journey from his place of the internship to his domicile, the organisation where the internship is carried out undertakes to send a copy of the work accident declaration by registered letter within 24 hours to the secretariat of the following University department, having as its address :

**I.A.E. - Université Jean Moulin Lyon 3, Service Stages-Emploi, 6 Cours Albert Thomas, 69008 LYON, France.**

→ In the event of an accident taking place outside the opening hours of the University, the student intern or the head of the organisation where the internship is carried out undertakes to give notice of the accident, within 48 hours and by registered letter with acknowledgement of receipt, to the Department of National Health office of the place of domicile of the student intern, and by ordinary post to the Dean of the Faculty, specifying the references of the internship. Reference shall be made to the organisation where the internship is carried out as "The Employer" and to the University as "The Institution of Permanent Attachment" in the declaration.

5.2.3 ■ If one of the conditions laid down in 5.2.1 is not satisfied, the student intern shall not be covered by the provisions of French legislation providing for insurance coverage for accidents at work. In this case, the organisation hosting the internship undertakes, pursuant to the terms of this agreement, to cover the student intern against the risks of accident at work and travel, to pay the corresponding contributions and to make all the

necessary declarations in the event of accident at work. Any benefits shall be paid out pursuant to the legislation in force in the country where the internship is carried out.

In any event it is laid down herein that the student intern has been informed that his enrolment at the University does not entitle him to enjoy the right to insurance coverage against the risk of accident at work provided by French legislation.

**5.2.4 ■ In all circumstances:**

- If the student is the victim of an accident at work during the internship, the organisation hosting the internship is under an obligation to inform the University of this accident
- If the student intern undertakes any limited missions outside the premises of the organisation where the internship is carried out or outside the country where the internship takes place, the organisation shall take all necessary measures to provide the intern with the necessary insurance.
- **Whatever the nature of the internship and the country where the internship takes place, the student intern undertakes to take out an insurance policy covering repatriation, legal assistance and a contract covering personal accident.**

**5.3 Civil liability**

The student is not insured by the University for the damage he may cause to third parties. Prior to signing this agreement the student intern undertakes to take out an insurance policy covering his "civil liability" for internships carried out abroad with a student mutual insurance organisation or any insurance organisation of his choice. The said policy is in a schedule attached to this agreement.

The organisation where the internship is carried out certifies that it has taken out an insurance policy guaranteeing its civil liability in order to provide insurance coverage for any damage or injury resulting from the presence of the student intern.

**Article 6 : RIGHTS AND OBLIGATIONS OF THE PARTIES**

**6.1 Rights and obligations of the organisation where the internship is carried out**

The organisation where the internship is carried out undertakes to supervise the student during his internship and to arrange for the student to do only tasks which are related to his educational background and training.

In the event of difficulties, the organisation where the internship is carried out shall contact the principal internship tutor without delay and provide him with all required declarations and reports. Disciplinary sanctions may only be imposed by the University. In this case, the organisation where the internship is carried out shall inform the University of any irregularities and provide evidence where necessary. Similarly, the organisation must give notice of any unjustified absences on the part of the student intern.

In the event of interruption of the internship for any reason whatsoever, the head of the organisation where the internship is carried out shall inform the Dean of the Faculty of Languages in writing.

**6.2 Rights and obligations of the student intern**

The student shall respect the rules and practices of the organisation where the internship is carried out concerning clocking in and out times, internal regulations, health and safety rules and confidentiality. The student intern is bound to an obligation of professional confidentiality during the internship and after its expiration. The student intern is under an absolute obligation to maintain confidentiality. The student intern undertakes not to use any information gathered or obtained for the purposes of publication or communication to third parties without the prior agreement of the management of the organisation where the internship is carried out : the internship report falls within the ambit of this restriction. This confidentiality commitment shall be valid not only for the duration of the internship but also after its expiration. The student intern undertakes not to keep, take away or copy any document or software whatsoever without the agreement of the organisation where the internship is carried out.

The student intern who puts an end to the internship at his own initiative forfeits any validation or benefits therefrom in the process. In the event of absence, the student intern shall inform the principal internship tutor and the organisation where the internship is carried out within forty-eight hours.

**Article 7 : EVALUATION OF INTERNSHIP**

At the expiration of the internship an evaluation form shall be filled in by the organisation where the internship is carried out and sent to the University. An internship certificate indicating the length and nature of the internship shall be given to the student intern at the end of his internship by the organisation where the internship is carried out. The student intern shall transmit an internship report to the University which has been seen and read by the organisation where the internship is carried out. A copy of this report shall be given by the student intern to the organisation where the internship is carried out. At the request of the latter, the report and the possible internship oral examination may remain confidential.

**Article 8 : APPLICABLE LAW – JURISDICTION**

This agreement shall be governed exclusively by French law. Any dispute not settled out of court shall fall within the jurisdiction of the French court having jurisdiction.

**The student intern expressly undertakes to comply with all the provisions of this agreement, which he acknowledges that he has read, in the execution of the internship.**

Drawn up in Lyon on «DateConvention», in three corresponding copies

For the University \*  
I.A.E.

The Student  
(and legal representative if a minor)

For the organisation where the internship is  
carried out \*

**Mr Jérôme RIVE**

Director

Mr/Miss/Mrs.....

Mr/Miss/Mrs.....

Position:.....

\*\* obligatory stamp