

Work Placement Agreement

between

1 - EDUCATIONAL INSTITUTION

UNIVERSITY PARIS 8 VINCENNES SAINT-DENIS
Address: 2, rue de la Liberté 93526 Saint-Denis Cedex, France

Represented by (signatory of the agreement): Michel MANGENOT

Position of the

representative: Director of European Studies Institute

Off-site learning component/Training and research unit ...:

European Studies Institute

+33149406547

email: iee.secretariat@univ-paris8.fr

Address (if different from that of the institution):

2 - HOST ORGANISATION

Name:

Address:

Represented by (name of the agreement's signatory):

Position of the

representative:

Department in which the work placement will be carried out:

email:

Location of the work placement (if different from the institution's address):

3 - TRAINEE

Surname: First name: Gender: F M Date of birth: ___/___/___

Address:

email:

COURSE TITLE OR CURRICULA FOLLOWED IN THE ESTABLISHMENT OF HIGHER EDUCATION:

WORK PLACEMENT subject

Dates: From..... To.....

Representing a **total duration** of Number of Weeks / Months (cross out as appropriate)

Distribution if presence is intermittent: number of hours per week or hours per day (cross out as appropriate).

Comments:

TRAINEE SUPERVISION BY THE EDUCATIONAL INSTITUTION

Surname and first name of the referring teacher:

Position (or discipline):

email:

TRAINEE SUPERVISION BY THE HOST ORGANISATION

Surname and first name of the work placement

tutor:

Position:

email:

Caisse primaire d'assurance maladie [local healthcare insurance] to contact in case of accident (place of residence of the trainee, with some exceptions):

Article 1 - Purpose of the agreement

This agreement governs the relations of the host organisation with the educational institution and the trainee.

Article 2 - Objective of the work placement

The work placement corresponds to a temporary period of training in a real-life professional environment in which the student acquires professional skills and implements the knowledge gained during his/her training with a view to obtaining a degree or certification and boosting his/her professional integration. The trainee is given tasks in line with the educational project defined by his/her educational institution and approved by the host organisation.

The programme is determined by the educational institution and the host organisation based on the overall training programme provided.

ACTIVITIES ASSIGNED:

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.....

SKILLS TO ACQUIRE OR DEVELOP:

.....

Article 3 - Terms of the work placement

The weekly presence of the student at the host organisation will be hours on a full time/part time basis (cross our as appropriate),

If the trainee must be present in the host organisation at night, on Sundays or a bank holiday, state the particular cases:

Article 4 - Status of the trainee - Reception and supervision

The trainee shall keep his/her prior status. He/she is supervised by the referring teacher named in this agreement as well as by the institution's department that is in charge of work placement.

The work placement tutor named by the host organisation in this agreement is in charge of supervising the trainee and optimising the conditions in which the work placement is carried out in accordance with the pedagogical terms defined.

The trainee is authorised to return to their educational institution during the work placement period to take courses there that are explicitly required by the programme, to attend meetings, the dates of which shall be brought to the attention of the host organisation by the institution, and is allowed, if necessary, to travel.

Any difficulties occurring during the work placement or, noted by the trainee or work placement tutor, must be brought to the attention of the referring teacher and the educational institution so that they can be resolved as quickly as possible.

SUPERVISION TERMS (including visiting hours, etc)

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Article 5 - Gratuities - Benefits

In France, when the duration of the work placement is greater than two months, consecutive or not, it must be the subject of a gratuity, except in the case of special rules applicable in some French overseas communities and for work placement falling under Article L4381-1 of the public health code.

The hourly amount of the gratuity is set at 15 % of the hourly Social Security cap defined pursuant to Article L.241-3 of the Social Security code. A sectoral agreement or professional agreement can define an amount greater than this rate.

The gratuity may not be combined with compensation paid by the administration or public host institution during the period concerned.

The gratuity is due to the trainee without prejudice to reimbursement of expenses incurred by the trainee in order to carry out his/her work placement and, if applicable, for catering, accommodation and transportation.

The organisation may decide to pay a gratuity for work placement whose duration is less than or equal two months.

(article 5 continued) In the event of suspension or termination of this agreement, the amount of the gratuity due to the trainee shall be prorated according to the length of the work placement performed.

The duration giving the right to a gratuity is assessed taking into account this agreement and any amendments thereto, as well as the number of days of physical presence of the trainee in the organisation.

THE AMOUNT OF THE GRATUITY is set at € per hour / day / month (Cross out as appropriate)

Article 5a - Access to employees' rights– Benefits (Organisation governed by private law in France except in the case of special rules applicable in some French overseas communities):

The trainee shall enjoy the protections and rights under Articles L.1121-1, L.1152-1 and L.1153-1 of the labour code, under the same conditions as employees.

The trainee shall have access to the staff canteen or restaurant vouchers provided for in article L.3262-1 of the labour code, under the same conditions as employees of the host organisation. He/she shall also benefit from the reimbursement of transport expenses provided for under section L.3261-2 the same code.

Trainees shall have access to the social and cultural activities mentioned in Article L.2323-83 of the labour code under the same conditions as employees.

OTHER BENEFITS GRANTED:

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Article 5b - Access to staff rights – Benefits (Organisation governed by public law in France except in the case of special rules applicable in some French overseas communities):

Journeys made by trainees of a public organisation between their home and their place of work placement can be paid for under the conditions established by Decree No. 2010-676 of 21 June 2010 establishing partial payment for public transport passes corresponding to travel by public agents between their usual residence and their workplace.

The trainee hosted by a public organisation who is carrying out a mission in this context shall benefit from the provisions of Decree No. 2006-781 of the 3 July 2006 laying down the conditions and terms of payment for costs incurred by the temporary move of civilian personnel of the State.

The location of the work placement stated in this agreement shall be considered as his/her administrative residence.

OTHER BENEFITS GRANTED:

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Article 6 - Social protection scheme

During the work placement period, the trainee remains affiliated with his/her prior social security scheme. Work placement carried out abroad must be reported prior to the trainee's departure and have been approved by the Social Security.

For work placement abroad, the following provisions shall apply, subject to compliance with the laws of the host country and those governing the type of host organisation.

6-1 Gratuities less than or equal to 15% of the Social Security hourly cap:

Gratuities are not subject to social security tax.

The student shall benefit from the legislation on work accidents under Article L.412-8-2 of the Social Security Code, student scheme.

If an accident occurs involving the student, either during activities in the organisation, or during the journey to or from work, or on the premises used for the purposes of work placement and for medical, dental surgery or pharmacy student(s) that do not have a hospital status as provided for in b of the 2nd section of Article L.418-2, the host organisation shall send the statement to the Caisse Primaire d'Assurance Maladie [local healthcare insurance] (see address on page 1) mentioning the educational institution as the employer, with a copy sent to the educational institution.

6.2 – Gratuities greater than 15% of the Social Security hourly cap:
Social security tax is calculated on the difference between the amount of the gratuity and 15% of the Social Security hourly cap.
The student shall receive the legal coverage under the provisions of Articles L. 411-1 et seq of the Social Security code. If an accident occurs involving the trainee, either during activities in the organisation, or during the journey to or from work , or on the premises used for the purposes of his/her work placement, the host organisation shall complete all the necessary procedures with the Caisse Primaire d'Assurance Maladie [local healthcare insurance] and shall inform the institution as soon as possible.

6.3 – Health Protection for the trainee abroad

1) Protection from the French student scheme

- For work placement within the European Economic Area (EEA) performed by students who are citizens of a member state of the European Union, the student must request the European Health Insurance Card (EHIC);
- For work placement carried out in Quebec by students with French nationality, the student must request form SE401Q (104 for work placement, 106 for training courses at universities);
- In all other cases, students that incur health care costs can be reimbursed through the private health insurance, which takes the place of the student social security, upon their return and upon production of supporting documentation: reimbursement is then made based on French treatment rates. Significant differences may exist between the costs incurred and the French basis of reimbursement rates. It is, therefore, strongly recommended that student(s) purchase specific, additional health insurance, valid for the country and work placement duration, with the insurance company of their choice (private student health insurance, parents' private health insurance, ad hoc private company, etc.) or, possibly after verification of the extent of cover provided, with the host organisation if it provides the trainee with health cover under local law (see 2nd section below).

2) Social protection through the host organisation

By ticking the appropriate box, the host organisation indicated below provides Health protection to the trainee, under local law:

YES: This protection is in addition to the maintenance, abroad, of the rights under French law

NO: Protection arises exclusively from the maintenance, abroad, of the rights under the French student scheme).

If no box is ticked, 6.3 – 1 applies.

6.4 Occupational Accident Protection for the trainee abroad

1) To benefit from the French legislation on work accident cover, this work placement must:

- Have a term not exceeding six months, including overtime;
- Not give rise to any compensation that could give rise to rights to work accident protection in the host country; Compensation or a gratuity is allowed within the limit of 15% of the social security hourly cap (see point 5), and subject to approval by the Caisse Primaire d'Assurance Maladie [local healthcare insurance ;
- Take place exclusively in the signatory organisation of this agreement;
- Take place exclusively in the cited host country abroad.

When these conditions are not met, the host organisation agrees to pay contributions for the protection of the trainee and to make the necessary declarations in the event of a work accident.

2) The reporting of work accidents is the responsibility of the educational institution who shall be informed by the host organisation, in writing, within 48 hours.

3) The cover concerns accidents occurring:

- within the location of the work placement and during work placement hours,
- on the usual journey to and from the trainee's residence in the foreign territory and location of the work placement,
- as part of a mission entrusted by the host organisation of the trainee and, compulsorily, through an assignment.

(6-4 continued)

4) In the event that one of the conditions of section 6.4-1 / is not met, the host organisation agrees to cover the trainee against the risk of accidents at work, on the journey to and from work and occupational diseases and to carry out all necessary declarations.

5) In all cases:

- if the student suffers a work accident during the work placement, the host organisation must report the accident to the educational institution immediately;
- if the student performs limited missions outside the host organisation or outside the country of the work placement, the host organisation must take all necessary steps to provide him/her with the appropriate insurance.

Article 7 - Liability and insurance

The host organisation and the student declare that they are covered in terms civil liability.

For work placement abroad or in overseas departments or territories, the trainee agrees to purchase an assistance contract (repatriation, legal assistance, etc.) and an individual accident insurance contract.

When the host organisation makes a vehicle available to the student, it is the host organisation's responsibility to check beforehand that the vehicle's insurance policy covers use by a student.

When, as part of his/her work placement, the student uses their own vehicle or a vehicle loaned by a third party, he/she shall expressly declare this use that he/she is called on to do to the insurer of this vehicle and, if applicable, shall pay the related premium.

Article 8 – Discipline

The trainee is subject to the discipline and clauses of the personnel policies that are applicable to him/her and which shall be brought to his/her attention before the start of the work placement, particularly, with regard to schedules and current health and safety rules in the host organisation.

Disciplinary sanctions can only be determined by the institution. In this case, the host organisation shall inform the referring teacher and the institution of breaches and possibly provide them with related elements.

In the event of a particularly serious breach of discipline, the host organisation reserves the right to terminate the work placement while complying with the provisions laid down in Article 9 of this agreement.

Article 9 - Leave - Interruption of the work placement

In France (except in the case of special rules in some French overseas communities), in organisations governed by private law, in the event of pregnancy, paternity or adoption, the trainee shall benefit from leaves and leaves of absence for a duration equivalent to that provided for employees in organisations governed by private law in Articles L.1225-16 to L.1225-28, L.1225-35, L.1225-46 of the labour code.

For work placement whose duration is more than two months and within the maximum duration of six months, leave or leaves of absence are possible.

NUMBER OF DAYS OF LEAVE AUTHORISED / or terms of leave and leaves of absence during the work placement:

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For any other temporary interruption of the work placement (illness, unjustified absence, etc.) the host organisation shall notify the educational institution by mail.

Any temporary interruption of the work placement, when it occurs for a reason related to illness, accident, pregnancy, paternity, adoption, or is taken at the initiative of the trainee or the host organisation shall be reported to the other parties to the agreement and to the referring teacher. If agreed by the parties to the agreement, a deferral of the end of the work placement is possible to enable the originally planned total duration of the course to be completed. This deferral will be the subject an amendment to the work placement agreement.

An amendment to the agreement will eventually be drawn up in the event of an extension of the work placement upon joint request from the host organisation and the trainee, in respect of the maximum work placement period laid down by law (6 months).

(Article 9 continued)

In the event that one of the three parties (host organisation, trainee, educational institution) wishes to stop the work placement, it must immediately inform the two other parties in writing. The reasons will be examined in close consultation. The final decision to stop the work placement shall only be taken at the conclusion of this consultation phase.

Article 10 - Non-disclosure and confidentiality

The duty of non-disclosure must be observed at all times and assessed by the host organisation taking into account its specific features. Trainees, therefore, agree to, under no circumstance, publish or disclose the information gathered or obtained by them to third parties without prior consent from the host organisation, including the work placement report. This commitment shall apply not only during the work placement period, but also after its expiration. The trainee undertakes to not maintain, take, or make a copies of any document or software, of any kind whatsoever, belonging to the host organisation, unless approved by the latter.

As part of the confidentiality of the information contained in the work placement report, the host organisation may request a restriction on the dissemination of the report, or even the removal of certain confidential elements.

Those individuals who might be required to read it are bound by professional secrecy to not use or disclose the information in the report.

Article 11 – Intellectual property

In accordance with the French Intellectual Property Code, in cases where the activities of the trainee give rise to the creation of a work protected by copyright or industrial property (including software), if the host organisation wants to use it and the trainee agrees, a contract between the trainee (author) and the host organisation must be signed.

The contract must specify the scope of the rights assigned, any possible exclusivity, the destination, media used and duration of the assignment, as well as, if applicable, the amount of compensation due to the trainee under the assignment. This clause applies regardless of the status of the host organisation.

Article 12 – End of work placement – Report - Assessment

1) Work placement certificate: at the end of the work placement, the host organisation shall issue a certificate, the template of which is given in the appendix, indicating at least the actual duration of the work placement and, if applicable, the amount of the gratuity received. The trainee must produce this certificate in support of his/her possible application for the rights of the general pension plan provided for in Article L.351-17 of the Social Security code;

2) Quality of the work placement: at the end of the work placement, the parties to this agreement are invited to submit an opinion on the quality of the work placement.

The trainee shall pass on, to the relevant department of the educational institution, a document in which he/she evaluates the quality of the reception he received within the host organisation. This document is not taken into account in assessing the trainee or in obtaining the degree or certification.

3) Assessment of the trainee's activity: at the end of the work placement, the host organisation shall fill in an assessment sheet on the trainee's activity that it shall return to the referring teacher (or specify if there is a supplementary sheet or assessment procedures previously agreed upon with the referring teacher).....

4) Educational assessment terms: the trainee must (state the nature of the work to be provided - report, etc. possibly attaching an appendix).....

NUMBER OF ECTS (if applicable):
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.....

5) The tutor of the host organisation or any member of the host organisation called on to visit the educational institution as part of the preparation, conduct and validation of the work placement cannot claim any payment for costs or compensation whatsoever from the educational institution.

Article 13 - Applicable law - Competent courts

This agreement shall be governed exclusively by French law. Any dispute not resolved amicably shall be subject to the jurisdiction of the competent French jurisdiction.

EXECUTED in on.....

FOR THE EDUCATIONAL INSTITUTION

Name and signature of the representative the institution
Michel MANGENOT.....

FOR THE HOST ORGANISATION

Name and signature of the representative of the host organisation
.....

TRAINEE (OR HIS LEGAL REPRESENTATIVE, IF APPLICABLE)

Name and signature
.....

The referring teacher of the trainee

Name and signature

The work placement tutor of the host organisation

Name and signature

Appendices: sheet..... /Work placement certificate.....