



INTERNSHIP AGREEMENT Practical arrangements

In order to perform an internship, the student must be officially enrolled with the University Paris-Panthéon-Assas and must be following a course of at least 200 teaching hours. The internship only takes place during the academic year for which the student is enrolled (from 1st October to 30 September). The actual duration of the internship cannot exceed 6 months, the equivalent of 132 days or 924 hours.

The intern is responsible for obtaining civil liability coverage from an insurance provider (property insurer, bank, student mutual insurers). **For internships abroad or in overseas regions**, the intern undertakes to take out an assistance policy and an individual accident insurance policy.

All sections of the Internship Agreement must be completed in consultation with the host organisation. Any incorrectly completed agreement will be disregarded.

Articles to be completed:

- **Article 2: activities entrusted to the intern and skills to be acquired;**
- **Article 3: weekly attendance and particular cases (working at night, on Sundays etc.);**
- **Article 5: amount of the gratuity;**
- **Article 5a (private organisation): other benefits granted;**
- **Article 5b (public organisation): other benefits granted;**
- **Article 6.3: health coverage abroad;**
- **Article 9: leave during the internship;**
- **Article 12: internship evaluation procedures.**

The Internship Agreement must be filed with the Registrar's Office with responsibility for the student at least two weeks prior to commencement of the internship (excluding university closure periods), in triplicate, all signed by:

- The representative of the host organisation;
- The internship coordinator of the host organisation;
- The intern.

For students on the Masters 2 programme, the agreement must also be signed by the Director of the Masters programme (the referring educator).

For students on the Doctoral programme, the agreement must also be signed by the Thesis Supervisor (the referring educator).

For other students, the Registrar's Office makes arrangements for the referring signature.

For the purposes of forwarding the signed agreement, attach two addressed envelopes franked at the 50 gramme postal rate, one in your name and the other in the name of the organisation

The Internship Agreement only enters into effect when it has been signed by the university representative.

Where an internship is extended, still within the academic year and within the 6-month period, the amendment should be uploaded to the university website and must also be filed with the Registrar's Office, under the conditions set out above.

At the end of the internship (Article12):

- The host organisation completes the Internship Certificate and hands it to the student;
- The host organisation completes the Internship Evaluation Form and sends it to the university (to the Registrar's Office indicated on page 1);
- The student sends to his or her relevant Registrar's Office an evaluation of the quality of the experience and supervision he/she has received within the host organisation.



INTERNSHIP AGREEMENT
Host organisation copy

Between:

The University Paris Panthéon-Assas
12 place du Panthéon 75231 Paris Cedex 05
Represented by Stéphane Braconnier, President

Department administering the agreement:

Telephone _____ E-mail _____

And

Name of the organisation: _____

Address: _____

Represented by (name and capacity) _____

Department in which the internship will be completed _____

Telephone _____ E-mail _____

Internship venue (if different from the address of the organisation) _____

And

The intern (full name) _____

Sex F M Date of birth ___/___/_____

Address _____

Telephone _____ E-mail _____

Degree studied for (teaching hours equal to or greater than 200 hours) _____

Student number _____

Subject of the internship _____

From _____ to _____ (cannot extend beyond 30 September in the current academic year)

Representing a total duration of _____ months/weeks (delete as appropriate) and corresponding to _____ days of actual attendance at the host organisation (cannot exceed 132 days or 924 hours).

Breakdown if attendance is not continuous: _____ hours per week/day (delete as appropriate)

Supervision of the intern by the university (full name and capacity): _____

Supervision of the intern by the host organisation (full name and capacity of the internship): _____

Primary health insurance fund to be contacted in the event of a workplace accident (to be specified by the intern, home address of the intern, save in exceptional cases) _____

Article 1 - Purpose of the Agreement

This agreement governs the relationship between the host organisation and the intern's educational establishment.

Article 2 - Aim of the internship

The internship is a temporary period of experience in a professional environment during which the student acquires professional skills and puts learning outcomes into practice with a view to obtaining a qualification or certificate and enhancing their readiness for professional integration. The intern is given one or more of the assignments stipulated in the learning plan defined by his or her educational establishment and approved by the host organisation.

The programme is designed by the educational establishment and the host organisation according to the general programme of the training provided.

Activities assigned:

Skills to be acquired or developed:

Article 3 - Internship arrangements

The intern's weekly hours of attendance within the host organisation will be _____ hours on a full/part time basis (*delete as appropriate*).

If the intern is required to be present at the host organisation at night, on Sundays or on bank holidays, specify the particular case: _____

Article 4 - Reception and supervision of the intern

The intern is monitored by the referring educator named in this agreement and by the department within the establishment with responsibility for internships. The internship supervisor named by the host organisation in this agreement is tasked with monitoring the intern and optimising the conditions in which the internship takes place in accordance with the educational stipulations defined.

The intern is authorised to return to his or her educational establishment during the period of the internship in order to take classes explicitly required by the programme, to sit examinations or to take part in meetings.

The host organisation may authorise the intern to travel.

Any difficulty arising as to the performance or conduct of the internship, whether established by the intern or the internship coordinator, must be brought to the attention of the referring educator and the educational establishment, so that it can be resolved without delay.

Supervision arrangements: during the internship, the referring educator and the internship coordinator monitor the intern by any means.

Article 5 - Gratuity - Benefits

In France, an internship lasting for longer than two months, consecutive or otherwise, gives rise to the mandatory payment of a gratuity, except in the case of special rules applicable in certain French overseas collectivities and for internships falling within the scope of Article L4381-1 of the Public Health Code.

The hourly amount of the gratuity is set at 15% of the Social Security hourly ceiling defined in application of Article L241-3 of the Social Security Code. A sectoral collective agreement or an industry agreement may define a higher rate.

The gratuity payable by a body governed by public law cannot be combined with a remuneration paid by this same body during the period in question.

The gratuity is payable without prejudice to the reimbursement of expenses incurred by the intern in the performance of his or her internship or benefits provided, where applicable, for meals, accommodation and travel.

The organisation may decide to pay a gratuity for internships of less than or equal to two months' duration.

In the event of the suspension or cancellation of this agreement, the amount of the gratuity payable to the intern is prorated according to the period of internship actually completed.

The period carrying entitlement to a gratuity is assessed in the light of this agreement and any amendments thereto, and the number of days of actual attendance at the organisation on the part of the intern.

The amount of the gratuity is set at _____ € per hour/day/month (*delete as appropriate*)

Article 5 a – Access to employee rights - Benefits (Body governed by private law in France, except in the case of special rules applicable in certain French overseas collectivities)

The intern enjoys the protections and rights referred to in Article L1121-1, L1152-1 and L1153-1 of the Employment Code, at the same conditions as for employees.

The intern has access to the company restaurant or to the meal vouchers referred to in Article L3262-1 of the Employment Code, at the same conditions as for employees of the host organisation. He or she is also entitled to payment of the travel expenses referred to in Article L3261-2 of that Code.

The intern has access to the social and cultural activities referred to in Article L2323-83 of the Employment Code, at the same conditions as for employees.

Other benefits provided:

Article 5 b – Access to employee rights - Benefits (Body governed by public law in France, except in the case of special rules applicable in certain French overseas collectivities)

Journeys made by an intern of a body governed by public law, between their home and the internship venue, are paid under the conditions fixed by Decree no 2010-676 of 21 June 2010, establishing partial payment for season tickets for travel by public officers between their normal place of residence and their place of work.

An intern hosted by a body governed by public law and who carries out an assignment in this capacity is entitled to payment of his or her temporary travel expenses in accordance with the regulations in force.

Their 'place of work' is deemed to be the internship venue as indicated in this agreement.

Other benefits provided:

Article 6 - Social protection scheme

For the duration of the internship, the intern remains affiliated to his or her previous Social Security scheme.

For internships completed abroad, the following provisions are applicable, subject to compliance with the legislation of the host country. For all information concerning social security, visit the website cleiss.fr, and for Country Fact-Files, visit the website diplomatie.gouv.fr.

6-1 Gratuity of the maximum amount of 15% of the Social Security hourly ceiling:

The gratuity is not subject to social security contributions.

The intern is protected by legislation on workplace accidents under the student arrangements stipulated in Article L412-8(2) of the Social Security Code.

In the event of the intern suffering an accident, either in the course of activities within the organisation or during travel, or on premises of value for the purposes of the internship, the host organisation sends the accident notification to the Primary Health Insurance Fund, or other competent fund, (see address on page 1) citing the educational establishment as the employer, with a copy to the educational establishment.

6.2 – Gratuity above 15% of the Social Security hourly rate

Social security contributions are calculated on the difference between the amount of the gratuity and 15% of the Social Security hourly ceiling. The student is entitled to the statutory coverage in application of the provisions of Article L411-1 and following of the Social Security Code. In the event of the intern suffering an accident, either in the course of activities within the organisation or during travel, or on premises of value for the purposes of the internship, the host organisation completes all requisite formalities with the Primary Health Insurance Fund and informs the educational establishment immediately.

6.3 – Health protection for the intern abroad

1) Protection under the French student arrangements

- For internships within the European Economic Area (EEA) performed by nationals of a Member State of the European Union, or Norway, Iceland, Liechtenstein or Switzerland, or indeed of any other State (in the latter case, this provision is not applicable for an internship in Denmark, Norway, Iceland, Liechtenstein or Switzerland), the student must apply for the European Health Insurance Card (EHIC).

- For internships completed in Quebec by students of French nationality, the student must apply for the form SE401Q (104 for internships with companies, 106 for internships at university);

- In all other cases, students incurring health expenses can obtain reimbursement from the mutual health insurance fund acting as their student Social Security Fund, upon their return and upon presentation of receipts: reimbursement is paid on the basis of French healthcare rates. Significant differences can exist between the expenses incurred and the French rates upon which the reimbursement is based. Students are

therefore strongly advised to take out an additional specific health insurance policy which is valid for the country and the internship period with the insurance provider of their choice (student mutual insurer, parents' mutual insurer, ad hoc private company etc.) or, where applicable and after checking the extent of the guarantees offered, with the host organisation if the latter is providing the intern with health insurance coverage under local law (see 2 below).

2) Social protection provided by the host organisation

The host organisation indicates whether or not it is providing the intern with health protection, by ticking the appropriate box below:

YES: this protection is provided in addition to the rights provided abroad which are laid down by French law

NO: in which case the protection derives solely from the rights provided abroad which are laid down by the French arrangements for students.

If neither box is ticked, Clause 6.3-1 applies.

6.4 – Workplace accident protection for the intern abroad

1) To qualify for entitlement to workplace accident coverage laid down by French law, this internship must:

- be of no more than 6 months' duration, including extensions;
- not give rise to any remuneration which may entitle the intern to workplace accident protection in the host country; an indemnity or gratuity is permitted up to 15% of the Social Security hourly ceiling (cf. Clause 5);
- take place solely in the organisation signatory to this agreement.
- take place solely in the foreign host country cited.

Where these conditions are not fulfilled, the host organisation undertakes to make contributions for the intern's protection and to issue the requisite notifications in the event of a workplace accident.

2) The workplace accident notification is the responsibility of the educational establishment, which must be informed in writing by the host organisation within 48 hours.

3) The coverage concerns accidents occurring:

- within the confines of the internship venue and during internship hours,
- on the usual commute between the intern's place of residence in the foreign territory and the internship venue
- within the context of an assignment set by the organisation hosting the intern and this must be by a mission assignment.
- on the first journey from his or her home to the temporary place of residence for the duration of the internship (travel on the internship start date),

on the last return journey from the temporary place of residence for the duration of the internship to his or her private home.

4) Where only one of the conditions stipulated in Point 6.4-1/ is not fulfilled, the host organisation undertakes to cover the intern against the risk of workplace accidents, travel accidents and occupational diseases, and to issue any requisite notifications.

5) In all cases:

- If the student suffers a workplace accident during the internship, the host organisation must immediately notify the educational establishment of this accident;
- If the student is performing limited assignments outside the host organisation or outside the country of the internship, the host organisation must take all measures necessary to provide him or her with appropriate insurance.

Article 7 - Liability and insurance

The host organisation and the intern declare that they are guarantors with respect to civil liability.

For internships abroad or overseas, the intern undertakes to take out an assistance policy (medical repatriation, legal assistance etc.) and a personal accident insurance policy.

Where the host organisation places a vehicle at the intern's disposal, it is the latter's responsibility to check in advance that the vehicle insurance policy covers use by a student.

Where the student uses his or her own vehicle, or a vehicle loaned by a third party, for the purposes of the internship, then the student expressly declares this fact to the insurer of the said vehicle and, where necessary, pays the resultant premium.

Article 8 - Discipline

The intern is subject to the relevant disciplinary rules and internal regulations, which are brought to their attention prior to commencement of the internship, in particular as regards working times and the health and safety rules in force within the host organisation.

Disciplinary sanctions can only be decided upon by the educational establishment. In this event, the host

organisation informs the referring educator and the establishment of the infringements and where necessary provides supporting evidence.

In the event of particularly serious infringement of the disciplinary rules, the host organisation reserves the right to terminate the internship, in compliance with the provisions stipulated in Article 9 hereof.

Article 9 – Time off – Interruption to the internship

In France (except in the case of special rules applicable in certain French overseas collectivities or in bodies governed by public law), in the event of pregnancy, paternity or adoption, the intern is entitled to time off and leaves of absence of equivalent duration to those granted to employees in Articles L1225-16 to L1225-28, L1225-35, L1225-37 and L1225-46 of the Employment Code.

For internships of more than two months' duration, and up to the maximum duration of 6 months, time off or leaves of absence are possible.

Number of days off authorised or arrangements for time off and leaves of absence during the internship:

For any other temporary interruption to the internship (sickness, unjustified absence etc.), the host organisation alerts the educational establishment in writing.

Any interruption to the internship is notified to the other parties to the agreement and to the referring educator.

A validation procedure is instituted by the establishment where necessary. If the parties to the agreement so agree, the end date of the internship may be deferred in order to allow the completion of the initially planned internship period. Any such deferment will be formalised in an amendment to the Internship Agreement.

An amendment to the Internship Agreement may be drawn up in the event that the internship is extended at the joint request of the host organisation and the intern, keeping within the maximum internship period laid down by law (6 months).

Should one of the three parties (host organisation, intern, educational establishment) wish to end the internship, they must notify the other two parties in writing. The reasons invoked will be examined in close consultation. The final decision to end the internship will only be taken upon completion of this consultation phase.

Article 10 – Duty of discretion and confidentiality

The duty of discretion must be observed at all times, and it is valued by host organisations, given their specific characteristics. The intern therefore gives an undertaking not under any circumstances to use information collected or obtained by him or her for the purposes of publishing or disclosing it to third parties without the prior authorisation of the host organisation. This includes the internship report. This undertaking applies not only for the duration of the internship but also after its completion. The intern undertakes to refrain from storing, taking away or making copies of any document or software of any kind whatsoever owned by the host organisation, without the latter's agreement.

With regard to the confidentiality of the content of the internship report, the host organisation can require that distribution of the report be restricted, and even that certain confidential elements be removed.

Those persons to whom the report has to be divulged are bound by professional secrecy to refrain from using or disclosing its contents.

Article 11 – Intellectual property

In accordance with the Intellectual Property Code, where the intern's activities give rise to the creation of a work protected by copyright or industrial property rights (including software), if the host organisation wishes to use it and the intern is in agreement, a contract must be signed between the intern (author) and the host organisation.

In particular, the contract must specify the scope of the rights assigned, any exclusivity, the intended purpose, the media used and the term of the assignment, together where necessary with the amount of remuneration payable to the intern in respect of the assignment. This clause applies regardless of the status of the host organisation.

Article 12 – End of internship – Report - Evaluation

Internship Certificate: upon completion of the internship, the host organisation issues a certificate, a model of which is annexed hereto, showing at least the effective duration of the internship and, where applicable, the amount of the gratuity payment received. The intern will be required to produce this certificate in support of his or her application for eligibility for rights under the general retirement pension scheme provided for in Article L351-17 of the Social Security Code.

Quality of the internship: upon completion of the internship, the parties to this agreement are invited to put forward an appraisal of the quality of the internship. The intern sends to the relevant Registrar's Office a

document in which he or she evaluates the quality of the reception and supervision received within the host organisation. This document is not taken into consideration in the evaluation of the student or the award of the degree.

Evaluation of the activity of the intern: upon completion of the internship, the host organisation completes an evaluation form on the activity of the intern and returns this to the relevant Registrar's Department.

Pedagogical evaluation procedure: the intern will be required to write an internship report yes no (*tick the appropriate box*). Where appropriate, specify the number of ECTS credits _____

The coordinator of the host organisation or any member of the host organisation called upon to visit the educational establishment within the context of the preparation, conduct and validation of the internship cannot claim any cost defrayment or compensation whatsoever from the educational establishment.

Article 13 – Governing law – Competent courts

This agreement is governed by French law alone.

Any dispute not settled amicably will be subject to the jurisdiction of the competent French court.

Drawn up in _____, on _____

**For the University Paris-Panthéon-Assas
(Signature and stamp)**

**For the host organisation
(Signature and stamp)**

The President

(Name and capacity of the representative)

The Intern

The intern's referring educator

The internship coordinator of the host organisation

Forms annexed to the agreement:

- Internship certificate
- Intern evaluation form

INTERNSHIP CERTIFICATE

To be handed by the host organisation to the intern upon completion of the internship

Name of the organisation: _____

Address: _____

Telephone _____ E-mail _____

certifies that

The intern (full name) _____

Sex F M Date of birth ___/___/_____

Address _____

Telephone _____ E-mail _____

Degree studied for _____

At the University Paris-Panthéon-Assas

Completed an internship as part of his/her studies from _____ to _____ ,
Representing a total duration of _____ months/weeks (delete as appropriate).

The total duration of the internship is assessed on the basis of the actual attendance of the intern at the organisation, subject to the rights to time off and leaves of absence provided for in Article L124-13 of the Education Code (Article L124-18 of the Education Code). Each seven-hour period of attendance, whether consecutive or otherwise, is deemed to be the equivalent to one day of internship and each period of at least 22 days' attendance, whether consecutive or otherwise, is deemed to be equivalent to one month.

The intern has received an internship gratuity payment in the amount of _____ . _____ €

Drawn up in _____, on _____

Name, capacity of the representative of the host organisation, signature and stamp

Subject to the payment of contributions, the internship certificate is essential if the internship is to be taken into account for the calculation of retirement pension rights. The legislation on retirement pensions (Law no 2014-40 of 20 January 2014) entitles students receiving an internship gratuity to have this validated, up to a maximum period of two quarters, subject to the payment of a contribution. The student must make this request within two years of the end of the internship and upon presentation of the internship certificate showing the total duration of the internship and the total amount of the gratuity received. Detailed information about the contribution to be paid and on the procedure to be followed can be obtained from the Social Security (Social Security Code, Article L351-17 – Education Code, Article D124-9)



INTERNSHIP AGREEMENT

Intern evaluation form

To be completed by the host organisation and sent to the administering department designated on page 1 of the agreement

Host organisation: _____

Address: _____

Telephone _____ E-mail _____

Intern (full name) _____

Address _____

Telephone _____ E-mail _____

Degree studied for _____

Internship performed from _____ to _____, representing a total duration of _____ months/weeks (delete as appropriate) and corresponding to _____ days of actual attendance at the host organisation (cannot exceed 132 days or 924 hours).

	Excellent	Good	Satisfactory	Unsatisfactory	Very unsatisfactory
Punctuality					
Dress, conduct					
Thoroughness, precision in work					
Powers of observation and relevance of remarks					
Technical skills					
Capacity to adapt to workplace organisation					
Ability to take initiative					
Ability to apply his/her knowledge in practice					
Relationships within his/her work team					
Quality of the work performed					
Dynamism, drive					

Observations (if applicable)

Date

The internship coordinator (name, capacity, signature and stamp)



INTERNSHIP AGREEMENT
Student copy

Between:

The University Paris-Panthéon-Assas
12 place du Panthéon 75231 Paris Cedex 05
Represented by Stéphane Braconnier, President

Department administering the agreement:

Telephone _____ E-mail _____

And

Name of the organisation: _____

Address: _____

Represented by (name and capacity) _____

Department in which the internship will be completed _____

Telephone _____ E-mail _____

Internship venue (if different from the address of the organisation) _____

And

The intern (full name) _____

Sex F M Date of birth ___/___/_____

Address _____

Telephone _____ E-mail _____

Degree studied for (teaching hours equal to or greater than 200 hours) _____

Student number _____

Subject of the internship _____

From _____ to _____ (cannot extend beyond 30 September in the current academic year)

Representing a total duration of _____ months/weeks (delete as appropriate) and corresponding to _____ days of actual attendance at the host organisation (cannot exceed 132 days or 924 hours).

Breakdown if attendance is not continuous: _____ hours per week/day (delete as appropriate)

Supervision of the intern by the university (full name and capacity): _____

Supervision of the intern by the host organisation (full name and capacity of the internship): _____

Primary health insurance fund to be contacted in the event of a workplace accident (to be specified by the intern, home address of the intern, save in exceptional cases) _____

Article 1- Purpose of the Agreement

This agreement governs the relationship between the host organisation and the intern's educational establishment.

Article 2 – Aim of the internship

The internship is a temporary period of experience in a professional environment during which the student acquires professional skills and puts learning outcomes into practice with a view to obtaining a qualification or certificate and enhancing their readiness for professional integration. The intern is given one or more of the assignments stipulated in the learning plan defined by his or her educational establishment and approved by the host organisation.

The programme is designed by the educational establishment and the host organisation according to the general programme of the training provided.

Activities assigned:

Skills to be acquired or developed:

Article 3 – Internship arrangements

The intern's weekly hours of attendance within the host organisation will be _____ hours on a full/part time basis (*delete as appropriate*).

If the intern is required to be present at the host organisation at night, on Sundays or on bank holidays, specify the particular case: _____

Article 4 – Reception and supervision of the intern

The intern is monitored by the referring educator named in this agreement and by the department within the establishment with responsibility for internships. The internship supervisor named by the host organisation in this agreement is tasked with monitoring the intern and optimising the conditions in which the internship takes place in accordance with the educational stipulations defined.

The intern is authorised to return to his or her educational establishment during the period of the internship in order to take classes explicitly required by the programme, to sit examinations or to take part in meetings.

The host organisation may authorise the intern to travel.

Any difficulty arising as to the performance or conduct of the internship, whether established by the intern or the internship coordinator, must be brought to the attention of the referring educator and the educational establishment, so that it can be resolved without delay.

Supervision arrangements: during the internship, the referring educator and the internship coordinator monitor the intern by any means.

Article 5 – Gratuity - Benefits

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The gratuity is payable without prejudice to the reimbursement of expenses incurred by the intern in the performance of his or her internship or benefits provided, where applicable, for meals, accommodation and travel.

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In the event of the suspension or cancellation of this agreement, the amount of the gratuity payable to the intern is prorated according to the period of internship actually completed.

The period carrying entitlement to a gratuity is assessed in the light of this agreement and any amendments thereto, and the number of days of actual attendance at the organisation on the part of the intern.

The amount of the gratuity is set at _____ € per hour/day/month (*delete as appropriate*)

Article 5 a – Access to employee rights - Benefits (Body governed by private law in France, except in the case of special rules applicable in certain French overseas collectivities)

The intern enjoys the protections and rights referred to in Article L1121-1, L1152-1 and L1153-1 of the Employment Code, at the same conditions as for employees.

The intern has access to the company restaurant or to the meal vouchers referred to in Article L3262-1 of the Employment Code, at the same conditions as for employees of the host organisation. He or she is also entitled to payment of the travel expenses referred to in Article L3261-2 of that Code.

The intern has access to the social and cultural activities referred to in Article L2323-83 of the Employment Code, at the same conditions as for employees.

Other benefits provided:

Article 5 b – Access to employee rights - Benefits (Body governed by public law in France, except in the case of special rules applicable in certain French overseas collectivities)

Journeys made by an intern of a body governed by public law, between their home and the internship venue, are paid under the conditions fixed by Decree no 2010-676 of 21 June 2010, establishing partial payment for season tickets for travel by public officers between their normal place of residence and their place of work.

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Other benefits provided:

Article 6 - Social protection scheme

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6-1 Gratuity of the maximum amount of 15% of the Social Security hourly ceiling:

The gratuity is not subject to social security contributions.

The intern is protected by legislation on workplace accidents under the student arrangements stipulated in Article L412-8(2) of the Social Security Code.

In the event of the intern suffering an accident, either in the course of activities within the organisation or during travel, or on premises of value for the purposes of the internship, the host organisation sends the accident notification to the Primary Health Insurance Fund, or other competent fund, (see address on page 1) citing the educational establishment as the employer, with a copy to the educational establishment.

6.2 – Gratuity above 15% of the Social Security hourly rate

Social security contributions are calculated on the difference between the amount of the gratuity and 15% of the Social Security hourly ceiling. The student is entitled to the statutory coverage in application of the provisions of Article L411-1 and following of the Social Security Code. In the event of the intern suffering an accident, either in the course of activities within the organisation or during travel, or on premises of value for the purposes of the internship, the host organisation completes all requisite formalities with the Primary Health Insurance Fund and informs the educational establishment immediately.

6.3 – Health protection for the intern abroad

1) Protection under the French student arrangements

- For internships within the European Economic Area (EEA) performed by nationals of a Member State of the European Union, or Norway, Iceland, Liechtenstein or Switzerland, or indeed of any other State (in the latter case, this provision is not applicable for an internship in Denmark, Norway, Iceland, Liechtenstein or Switzerland), the student must apply for the European Health Insurance Card (EHIC).

- For internships completed in Quebec by students of French nationality, the student must apply for the form SE401Q (104 for internships with companies, 106 for internships at university);

- In all other cases, students incurring health expenses can obtain reimbursement from the mutual health insurance fund acting as their student Social Security Fund, upon their return and upon presentation of receipts: reimbursement is paid on the basis of French healthcare rates. Significant differences can exist between the expenses incurred and the French rates upon which the reimbursement is based. Students are therefore strongly advised to take out an additional specific health insurance policy which is valid for the country and the internship period with the insurance provider of their choice (student mutual insurer,

parents' mutual insurer, ad hoc private company etc.) or, where applicable and after checking the extent of the guarantees offered, with the host organisation if the latter is providing the intern with health insurance coverage under local law (see 2 below).

2) Social protection provided by the host organisation

The host organisation indicates whether or not it is providing the intern with health protection, by ticking the appropriate box below:

YES: this protection is provided in addition to the rights provided abroad which are laid down by French law

NO: in which case the protection derives solely from the rights provided abroad which are laid down by the French arrangements for students.

If neither box is ticked, Clause 6.3-1 applies.

6.4 – Workplace accident protection for the intern abroad

1) To qualify for entitlement to workplace accident coverage laid down by French law, this internship must:

- be of no more than 6 months' duration, including extensions;
- not give rise to any remuneration which may entitle the intern to workplace accident protection in the host country; an indemnity or gratuity is permitted up to 15% of the Social Security hourly ceiling (cf. Clause 5);
- take place solely in the organisation signatory to this agreement.
- take place solely in the foreign host country cited.

Where these conditions are not fulfilled, the host organisation undertakes to make contributions for the intern's protection and to issue the requisite notifications in the event of a workplace accident.

2) The workplace accident notification is the responsibility of the educational establishment, which must be informed in writing by the host organisation within 48 hours.

3) The coverage concerns accidents occurring:

- within the confines of the internship venue and during internship hours,
- on the usual commute between the intern's place of residence in the foreign territory and the internship venue
- within the context of an assignment set by the organisation hosting the intern and this must be by a mission assignment.
- on the first journey from his or her home to the temporary place of residence for the duration of the internship (travel on the internship start date),

on the last return journey from the temporary place of residence for the duration of the internship to his or her private home.

4) Where only one of the conditions stipulated in Point 6.4-1/ is not fulfilled, the host organisation undertakes to cover the intern against the risk of workplace accidents, travel accidents and occupational diseases, and to issue any requisite notifications.

5) In all cases:

- If the student suffers a workplace accident during the internship, the host organisation must immediately notify the educational establishment of this accident;
- If the student is performing limited assignments outside the host organisation or outside the country of the internship, the host organisation must take all measures necessary to provide him or her with appropriate insurance.

Article 7 - Liability and insurance

The host organisation and the intern declare that they are guarantors with respect to civil liability.

For internships abroad or overseas, the intern undertakes to take out an assistance policy (medical repatriation, legal assistance etc.) and a personal accident insurance policy.

Where the host organisation places a vehicle at the intern's disposal, it is the latter's responsibility to check in advance that the vehicle insurance policy covers use by a student.

Where the student uses his or her own vehicle, or a vehicle loaned by a third party, for the purposes of the internship, then the student expressly declares this fact to the insurer of the said vehicle and, where necessary, pays the resultant premium.

Article 8 - Discipline

The intern is subject to the relevant disciplinary rules and internal regulations, which are brought to their attention prior to commencement of the internship, in particular as regards working times and the health and safety rules in force within the host organisation.

Disciplinary sanctions can only be decided upon by the educational establishment. In this event, the host organisation informs the referring educator and the establishment of the infringements and where necessary

provides supporting evidence.

In the event of particularly serious infringement of the disciplinary rules, the host organisation reserves the right to terminate the internship, in compliance with the provisions stipulated in Article 9 hereof.

Article 9 – Time off – Interruption to the internship

In France (except in the case of special rules applicable in certain French overseas collectivities or in bodies governed by public law), in the event of pregnancy, paternity or adoption, the intern is entitled to time off and leaves of absence of equivalent duration to those granted to employees in Articles L1225-16 to L1225-28, L1225-35, L1225-37 and L1225-46 of the Employment Code.

For internships of more than two months' duration, and up to the maximum duration of 6 months, time off or leaves of absence are possible.

Number of days off authorised or arrangements for time off and leaves of absence during the internship:

For any other temporary interruption to the internship (sickness, unjustified absence etc.), the host organisation alerts the educational establishment in writing.

Any interruption to the internship is notified to the other parties to the agreement and to the referring educator.

A validation procedure is instituted by the establishment where necessary. If the parties to the agreement so agree, the end date of the internship may be deferred in order to allow the completion of the initially planned internship period. Any such deferment will be formalised in an amendment to the Internship Agreement.

An amendment to the Internship Agreement may be drawn up in the event that the internship is extended at the joint request of the host organisation and the intern, keeping within the maximum internship period laid down by law (6 months).

Should one of the three parties (host organisation, intern, educational establishment) wish to end the internship, they must notify the other two parties in writing. The reasons invoked will be examined in close consultation. The final decision to end the internship will only be taken upon completion of this consultation phase.

Article 10 – Duty of discretion and confidentiality

The duty of discretion must be observed at all times, and it is valued by host organisations, given their specific characteristics. The intern therefore gives an undertaking not under any circumstances to use information collected or obtained by him or her for the purposes of publishing or disclosing it to third parties without the prior authorisation of the host organisation. This includes the internship report. This undertaking applies not only for the duration of the internship but also after its completion. The intern undertakes to refrain from storing, taking away or making copies of any document or software of any kind whatsoever owned by the host organisation, without the latter's agreement.

With regard to the confidentiality of the content of the internship report, the host organisation can require that distribution of the report be restricted, and even that certain confidential elements be removed.

Those persons to whom the report has to be divulged are bound by professional secrecy to refrain from using or disclosing its contents.

Article 11 – Intellectual property

In accordance with the Intellectual Property Code, where the intern's activities give rise to the creation of a work protected by copyright or industrial property rights (including software), if the host organisation wishes to use it and the intern is in agreement, a contract must be signed between the intern (author) and the host organisation.

In particular, the contract must specify the scope of the rights assigned, any exclusivity, the intended purpose, the media used and the term of the assignment, together where necessary with the amount of remuneration payable to the intern in respect of the assignment. This clause applies regardless of the status of the host organisation.

Article 12 – End of internship – Report - Evaluation

Internship Certificate: upon completion of the internship, the host organisation issues a certificate, a model of which is annexed hereto, showing at least the effective duration of the internship and, where applicable, the amount of the gratuity payment received. The intern will be required to produce this certificate in support of his or her application for eligibility for rights under the general retirement pension scheme provided for in Article L351-17 of the Social Security Code.

Quality of the internship: upon completion of the internship, the parties to this agreement are invited to put forward an appraisal of the quality of the internship. The intern sends to the relevant Registrar's Office a document in which he or she evaluates the quality of the reception and supervision received within the host

organisation. This document is not taken into consideration in the evaluation of the student or the award of the degree.

Evaluation of the activity of the intern: upon completion of the internship, the host organisation completes an evaluation form on the activity of the intern and returns this to the relevant Registrar's Department.

Pedagogical evaluation procedure: the intern will be required to write an internship report yes no (*tick the appropriate box*). Where appropriate, specify the number of ECTS credits _____

The coordinator of the host organisation or any member of the host organisation called upon to visit the educational establishment within the context of the preparation, conduct and validation of the internship cannot claim any cost defrayment or compensation whatsoever from the educational establishment.

Article 13 – Governing law – Competent courts

This agreement is governed by French law alone.

Any dispute not settled amicably will be subject to the jurisdiction of the competent French court.

Drawn up in _____, on _____

**For the University Paris-Panthéon-Assas
(Signature and stamp)**

**For the host organisation
(Signature and stamp)**

The President

(Name and capacity of the representative)

The Intern

The intern's referring educator

The internship coordinator of the host organisation

Form annexed to the agreement:

- Internship evaluation form for the student

INTERNSHIP AGREEMENT
Internship evaluation form for the student

To be completed by the intern and sent to the administering department designated on page 1 of the agreement

Host organisation: _____

Address: _____

Telephone _____ E-mail _____

The intern (full name) _____

Address _____

Telephone _____ E-mail _____

Degree studied for _____

Internship performed from _____ to _____, Representing a total duration of _____ months/weeks (delete as appropriate) and corresponding to _____ days of actual attendance at the host organisation (cannot exceed 132 days or 924 hours).

Assessment of the quality of the internship

The Intern (Date and signature)



INTERNSHIP AGREEMENT
University copy

Between:

The University Paris-Panthéon-Assas
12 place du Panthéon 75231 Paris Cedex 05
Represented by Stéphane Braconnier, President

Department administering the agreement:

Telephone _____ E-mail _____

And

Name of the organisation: _____

Address: _____

Represented by (name and capacity) _____

Department in which the internship will be completed _____

Telephone _____ E-mail _____

Internship venue (if different from the address of the organisation) _____

And

The intern (full name) _____

Sex F M Date of birth ___/___/_____

Address _____

Telephone _____ E-mail _____

Degree studied for (teaching hours equal to or greater than 200 hours) _____

Student number _____

Subject of the internship _____

From _____ to _____ (cannot extend beyond 30 September in the current academic year)

Representing a total duration of _____ months/weeks (delete as appropriate) and corresponding to _____ days of actual attendance at the host organisation (cannot exceed 132 days or 924 hours).

Breakdown if attendance is not continuous: _____ hours per week/day (delete as appropriate)

Supervision of the intern by the university (full name and capacity): _____

Supervision of the intern by the host organisation (full name and capacity of the internship): _____

Primary health insurance fund to be contacted in the event of a workplace accident (to be specified by the intern, home address of the intern, save in exceptional cases) _____

Article 1- Purpose of the Agreement

This agreement governs the relationship between the host organisation and the intern's educational establishment.

Article 2 – Aim of the internship

The internship is a temporary period of experience in a professional environment during which the student acquires professional skills and puts learning outcomes into practice with a view to obtaining a qualification or certificate and enhancing their readiness for professional integration. The intern is given one or more of the assignments stipulated in the learning plan defined by his or her educational establishment and approved by the host organisation.

The programme is designed by the educational establishment and the host organisation according to the general programme of the training provided.

Activities assigned:

Skills to be acquired or developed:

Article 3 – Internship arrangements

The intern's weekly hours of attendance within the host organisation will be _____ hours on a full/part time basis (*delete as appropriate*).

If the intern is required to be present at the host organisation at night, on Sundays or on bank holidays, specify the particular case: _____

Article 4 – Reception and supervision of the intern

The intern is monitored by the referring educator named in this agreement and by the department within the establishment with responsibility for internships. The internship supervisor named by the host organisation in this agreement is tasked with monitoring the intern and optimising the conditions in which the internship takes place in accordance with the educational stipulations defined.

The intern is authorised to return to his or her educational establishment during the period of the internship in order to take classes explicitly required by the programme, to sit examinations or to take part in meetings.

The host organisation may authorise the intern to travel.

Any difficulty arising as to the performance or conduct of the internship, whether established by the intern or the internship coordinator, must be brought to the attention of the referring educator and the educational establishment, so that it can be resolved without delay.

Supervision arrangements: during the internship, the referring educator and the internship coordinator monitor the intern by any means.

Article 5 – Gratuity - Benefits

In France, an internship lasting for longer than two months, consecutive or otherwise, gives rise to the mandatory payment of a gratuity, except in the case of special rules applicable in certain French overseas collectivities and for internships falling within the scope of Article L4381-1 of the Public Health Code.

The hourly amount of the gratuity is set at 15% of the Social Security hourly ceiling defined in application of Article L241-3 of the Social Security Code. A sectoral collective agreement or an industry agreement may define a higher rate.

The gratuity payable by a body governed by public law cannot be combined with a remuneration paid by this same body during the period in question.

The gratuity is payable without prejudice to the reimbursement of expenses incurred by the intern in the performance of his or her internship or benefits provided, where applicable, for meals, accommodation and travel.

The organisation may decide to pay a gratuity for internships of less than or equal to two months' duration.

In the event of the suspension or cancellation of this agreement, the amount of the gratuity payable to the intern is prorated according to the period of internship actually completed.

The period carrying entitlement to a gratuity is assessed in the light of this agreement and any amendments thereto, and the number of days of actual attendance at the organisation on the part of the intern.

The amount of the gratuity is set at _____ € per hour/day/month (*delete as appropriate*)

Article 5 a – Access to employee rights - Benefits (Body governed by private law in France, except in the case of special rules applicable in certain French overseas collectivities)

The intern enjoys the protections and rights referred to in Article L1121-1, L1152-1 and L1153-1 of the Employment Code, at the same conditions as for employees.

The intern has access to the company restaurant or to the meal vouchers referred to in Article L3262-1 of the Employment Code, at the same conditions as for employees of the host organisation. He or she is also entitled to payment of the travel expenses referred to in Article L3261-2 of that Code.

The intern has access to the social and cultural activities referred to in Article L2323-83 of the Employment Code, at the same conditions as for employees.

Other benefits provided:

Article 5 b – Access to employee rights - Benefits (Body governed by public law in France, except in the case of special rules applicable in certain French overseas collectivities)

Journeys made by an intern of a body governed by public law, between their home and the internship venue, are paid under the conditions fixed by Decree no 2010-676 of 21 June 2010, establishing partial payment for season tickets for travel by public officers between their normal place of residence and their place of work.

An intern hosted by a body governed by public law and who carries out an assignment in this capacity is entitled to payment of his or her temporary travel expenses in accordance with the regulations in force.

Their 'place of work' is deemed to be the internship venue as indicated in this agreement.

Other benefits provided:

Article 6 - Social protection scheme

For the duration of the internship, the intern remains affiliated to his or her previous Social Security scheme.

For internships completed abroad, the following provisions are applicable, subject to compliance with the legislation of the host country. For all information concerning social security, visit the website cleiss.fr, and for Country Fact-Files, visit the website diplomatie.gouv.fr.

6-1 Gratuity of the maximum amount of 15% of the Social Security hourly ceiling:

The gratuity is not subject to social security contributions.

The intern is protected by legislation on workplace accidents under the student arrangements stipulated in Article L412-8(2) of the Social Security Code.

In the event of the intern suffering an accident, either in the course of activities within the organisation or during travel, or on premises of value for the purposes of the internship, the host organisation sends the accident notification to the Primary Health Insurance Fund, or other competent fund, (see address on page 1) citing the educational establishment as the employer, with a copy to the educational establishment.

6.2 – Gratuity above 15% of the Social Security hourly rate

Social security contributions are calculated on the difference between the amount of the gratuity and 15% of the Social Security hourly ceiling. The student is entitled to the statutory coverage in application of the provisions of Article L411-1 and following of the Social Security Code. In the event of the intern suffering an accident, either in the course of activities within the organisation or during travel, or on premises of value for the purposes of the internship, the host organisation completes all requisite formalities with the Primary Health Insurance Fund and informs the educational establishment immediately.

6.3 – Health protection for the intern abroad

1) Protection under the French student arrangements

- For internships within the European Economic Area (EEA) performed by nationals of a Member State of the European Union, or Norway, Iceland, Liechtenstein or Switzerland, or indeed of any other State (in the latter case, this provision is not applicable for an internship in Denmark, Norway, Iceland, Liechtenstein or Switzerland), the student must apply for the European Health Insurance Card (EHIC).

- For internships completed in Quebec by students of French nationality, the student must apply for the form SE401Q (104 for internships with companies, 106 for internships at university);

- In all other cases, students incurring health expenses can obtain reimbursement from the mutual health insurance fund acting as their student Social Security Fund, upon their return and upon presentation of receipts: reimbursement is paid on the basis of French healthcare rates. Significant differences can exist between the expenses incurred and the French rates upon which the reimbursement is based. Students are therefore strongly advised to take out an additional specific health insurance policy which is valid for the country and the internship period with the insurance provider of their choice (student mutual insurer,

parents' mutual insurer, ad hoc private company etc.) or, where applicable and after checking the extent of the guarantees offered, with the host organisation if the latter is providing the intern with health insurance coverage under local law (see 2 below).

2) Social protection provided by the host organisation

The host organisation indicates whether or not it is providing the intern with health protection, by ticking the appropriate box below:

YES: this protection is provided in addition to the rights provided abroad which are laid down by French law

NO: in which case the protection derives solely from the rights provided abroad which are laid down by the French arrangements for students.

If neither box is ticked, Clause 6.3-1 applies.

6.4 – Workplace accident protection for the intern abroad

1) To qualify for entitlement to workplace accident coverage laid down by French law, this internship must:

- be of no more than 6 months' duration, including extensions;
- not give rise to any remuneration which may entitle the intern to workplace accident protection in the host country; an indemnity or gratuity is permitted up to 15%) of the Social Security hourly ceiling (cf. Clause 5);
- take place solely in the organisation signatory to this agreement.
- take place solely in the foreign host country cited.

Where these conditions are not fulfilled, the host organisation undertakes to make contributions for the intern's protection and to issue the requisite notifications in the event of a workplace accident.

2) The workplace accident notification is the responsibility of the educational establishment, which must be informed in writing by the host organisation within 48 hours.

3) The coverage concerns accidents occurring:

- within the confines of the internship venue and during internship hours,
- on the usual commute between the intern's place of residence in the foreign territory and the internship venue
- within the context of an assignment set by the organisation hosting the intern and this must be by a mission assignment.
- on the first journey from his or her home to the temporary place of residence for the duration of the internship (travel on the internship start date),

on the last return journey from the temporary place of residence for the duration of the internship to his or her private home.

4) Where only one of the conditions stipulated in Point 6.4-1/ is not fulfilled, the host organisation undertakes to cover the intern against the risk of workplace accidents, travel accidents and occupational diseases, and to issue any requisite notifications.

5) In all cases:

- If the student suffers a workplace accident during the internship, the host organisation must immediately notify the educational establishment of this accident;
- If the student is performing limited assignments outside the host organisation or outside the country of the internship, the host organisation must take all measures necessary to provide him or her with appropriate insurance.

Article 7 - Liability and insurance

The host organisation and the intern declare that they are guarantors with respect to civil liability.

For internships abroad or overseas, the intern undertakes to take out an assistance policy (medical repatriation, legal assistance etc.) and a personal accident insurance policy.

Where the host organisation places a vehicle at the intern's disposal, it is the latter's responsibility to check in advance that the vehicle insurance policy covers use by a student.

Where the student uses his or her own vehicle, or a vehicle loaned by a third party, for the purposes of the internship, then the student expressly declares this fact to the insurer of the said vehicle and, where necessary, pays the resultant premium.

Article 8 - Discipline

The intern is subject to the relevant disciplinary rules and internal regulations, which are brought to their attention prior to commencement of the internship, in particular as regards working times and the health and safety rules in force within the host organisation.

Disciplinary sanctions can only be decided upon by the educational establishment. In this event, the host organisation informs the referring educator and the establishment of the infringements and where necessary provides supporting evidence.

In the event of particularly serious infringement of the disciplinary rules, the host organisation reserves the right to terminate the internship, in compliance with the provisions stipulated in Article 9 hereof.

Article 9 – Time off – Interruption to the internship

In France (except in the case of special rules applicable in certain French overseas collectivities or in bodies governed by public law), in the event of pregnancy, paternity or adoption, the intern is entitled to time off and leaves of absence of equivalent duration to those granted to employees in Articles L1225-16 to L1225-28, L1225-35, L1225-37 and L1225-46 of the Employment Code.

For internships of more than two months' duration, and up to the maximum duration of 6 months, time off or leaves of absence are possible.

Number of days off authorised or arrangements for time off and leaves of absence during the internship:

For any other temporary interruption to the internship (sickness, unjustified absence etc.), the host organisation alerts the educational establishment in writing.

Any interruption to the internship is notified to the other parties to the agreement and to the referring educator.

A validation procedure is instituted by the establishment where necessary. If the parties to the agreement so agree, the end date of the internship may be deferred in order to allow the completion of the initially planned internship period. Any such deferment will be formalised in an amendment to the Internship Agreement.

An amendment to the Internship Agreement may be drawn up in the event that the internship is extended at the joint request of the host organisation and the intern, keeping within the maximum internship period laid down by law (6 months).

Should one of the three parties (host organisation, intern, educational establishment) wish to end the internship, they must notify the other two parties in writing. The reasons invoked will be examined in close consultation. The final decision to end the internship will only be taken upon completion of this consultation phase.

Article 10 – Duty of discretion and confidentiality

The duty of discretion must be observed at all times, and it is valued by host organisations, given their specific characteristics. The intern therefore gives an undertaking not under any circumstances to use information collected or obtained by him or her for the purposes of publishing or disclosing it to third parties without the prior authorisation of the host organisation. This includes the internship report. This undertaking applies not only for the duration of the internship but also after its completion. The intern undertakes to refrain from storing, taking away or making copies of any document or software of any kind whatsoever owned by the host organisation, without the latter's agreement.

With regard to the confidentiality of the content of the internship report, the host organisation can require that distribution of the report be restricted, and even that certain confidential elements be removed.

Those persons to whom the report has to be divulged are bound by professional secrecy to refrain from using or disclosing its contents.

Article 11 – Intellectual property

In accordance with the Intellectual Property Code, where the intern's activities give rise to the creation of a work protected by copyright or industrial property rights (including software), if the host organisation wishes to use it and the intern is in agreement, a contract must be signed between the intern (author) and the host organisation.

In particular, the contract must specify the scope of the rights assigned, any exclusivity, the intended purpose, the media used and the term of the assignment, together where necessary with the amount of remuneration payable to the intern in respect of the assignment. This clause applies regardless of the status of the host organisation.

Article 12 – End of internship – Report - Evaluation

Internship Certificate: upon completion of the internship, the host organisation issues a certificate, a model of which is annexed hereto, showing at least the effective duration of the internship and, where applicable, the amount of the gratuity payment received. The intern will be required to produce this certificate in support of his or her application for eligibility for rights under the general retirement pension scheme provided for in Article L351-17 of the Social Security Code.

Quality of the internship: upon completion of the internship, the parties to this agreement are invited to put forward an appraisal of the quality of the internship. The intern sends to the relevant Registrar's Office a document in which he or she evaluates the quality of the reception and supervision received within the host

organisation. This document is not taken into consideration in the evaluation of the student or the award of the degree.

Evaluation of the activity of the intern: upon completion of the internship, the host organisation completes an evaluation form on the activity of the intern and returns this to the relevant Registrar's Department.

Pedagogical evaluation procedure: the intern will be required to write an internship report yes no (*tick the appropriate box*). Where appropriate, specify the number of ECTS credits _____

The coordinator of the host organisation or any member of the host organisation called upon to visit the educational establishment within the context of the preparation, conduct and validation of the internship cannot claim any cost defrayment or compensation whatsoever from the educational establishment.

Article 13 – Governing law – Competent courts

This agreement is governed by French law alone.

Any dispute not settled amicably will be subject to the jurisdiction of the competent French court.

Drawn up in _____, on _____

**For the University Paris-Panthéon-Assas
(Signature and stamp)**

**For the host organisation
(Signature and stamp)**

The President

(Name and capacity of the representative)

The Intern

The intern's referring educator

The internship coordinator of the host organisation