+WORK PLACEMENT AGREEMENT

compulsory placement abroad 

REGLEMENTATION ET GESTION DE L’OFFRE DE FORMATION

POLE FORMATION ET VIE UNIVERSITAIRE

MAISON DE L’UNIVERSITE BP 27877 – 21078 DIJON CEDEX

*(visas relatifs à la législation française. Veuillez consulter la législation s’appliquant dans le pays d’accueil afin d’avoir tous les renseignements utiles pendant pour la durée du stage)*

*Vu la loi n° 2006‐396 du 31 mars 2006 pour l’égalité des chances, la loi n° 2009‐1437 du 24 novembre 2009 relative à l'orientation et à la formation professionnelle tout au long de la vie, la loin° 2011-893 du 28 juillet 2011 pour le développement de l'alternance et la sécurisation des parcours professionnels, la loi n° 2013-660 du 22 juillet 2013 relative à l'Enseignement supérieur et à la Recherche, la loi n° 2014-788 du 10 juillet 2014 tendant au développement, à l'encadrement des stages et à l'amélioration du statut des stagiaires, le Code de l'Education et les circulaires d'application.*

**ADMINISTRATIVE DETAILS:**

① **Contracting parties:**

The present agreement governs the respective responsibilities of the Université de Bourgogne (University of Burgundy), the following Host Company

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name: |  | | | | | |
| Registration number: |  | | | | | |
| address: |  | | | | | |
| postal code |  |  |  |  |  |  |
| Phone number: |  | | | | | |
| e-mail address: |  | | | | | |
| Represented by:  (name, function) |  | | | | | |

and the following student:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| surname, first name: |  | | | | | |
| full name of current degree |  | | | | | |
| address: |  | | | | | |
| postal code: |  |  |  |  |  |  |
| phone number: |  | | | | | |
| e-mail adress: |  | | | | | |
| *UFR /composante* |  | | | | | |
| *Coordonnées:* |  | | | | | |

# ② Duration and aims of the placement

THE company agrees to host the student on placement.

**Between…….... (day/month/year) and ............................**

Throughout the placement the student will remain a fully registered student at the Université de Bourgogne.

The purpose of the placement is to give the student practical experience in his/her field of study on the understanding that the employer may not gain any direct profit from the presence of the trainee in the company. Consequently the Host company undertakes only to entrust the student trainee with work which contributes to his/her professional training.

# ③ Conditions of the placement

Hours of work in the company:

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Sunday

Total number of hours per week

|  |
| --- |
| *Mise à jour sept 2014* |

Will the trainee work nights? Yes – No

Will the trainee work on Sundays or Bank holidays? Yes-No

During the placement, the trainee will conform to the company’s official rules and regulations particularly as regards medical check-ups, working hours as well as health and safety regulations. Provisions of the company’s rules and regulations applicable to the trainee:

|  |
| --- |
|  |

The trainee is entitled to take time off during the placement in particular to meet curriculum requirements of the University in accordance with the following provisions:

|  |
| --- |
|  |

The student trainee commits himself/herself to abide by the company’s pledge of confidentiality and to commercial sensitivity (e.g. copyright); this should not impede the preparation of the report for the student’s degree but this should be done in consultation with the company and information may only be published by permission of the company.

In the event of professional misconduct, the Host Company Placement supervisor may terminate the placement after giving notice in writing by registered mail to the course tutor stipulating the grievances motivating such a decision.

Before the trainee leaves the company, the latter must make sure that the course tutor has duly received the said notice.

# ④ Ex-gratia payments

ex-gratia payments to the trainee: yes-no Net amount per month (in euros):

⑤ **Personal insurance and civil liability**

UNPAID PLACEMENT:

During the placement the trainee continues to benefit from the French Student Medical Health and Personal Accident Scheme, as well as from Family Allowances. **If the placement takes place in a country within the EEA or in Switzerland, the student must have the European Health Insurance Card (to be obtained from the CPAM, i.e. the Local Health Authority).**

PAID PLACEMENT:

The student trainee is covered by the legislation in force in the country where he/she does his/her placement. The student must register with and contribute to the insurance scheme of the country where he/she does his/her placement. He/she may also join the French Health and Insurance scheme for French expatriates.

INDUSTRIAL INJURIES:

**Before leaving, the student must obtain from the CPAM a certificate covering industrial injuries in a foreign country.**

In the event of an accident either during working hours or during the journey to and from work, and should the host country’s health and insurance scheme not provide cover for such incidents, the student must inform the University (fax 03.80.39.50.69 or send an e-mail to the office which follows this placement), which will make an official claim to the international relations department of the CPAM. It is up to the student to pay the costs in the country. He/she will be reimbursed on presentation of bills and receipts on his/her return to France in accordance with French reimbursement practices.

|  |  |  |
| --- | --- | --- |
| Contract number: |  | |
| Insurance company: |  | |
| Valid from….to…... |  |  |

In all cases, for the damage he/she might cause during his/her placement, the student must take out (with the company of his/her choice) civil liability insurance which includes a repatriation clause in case of death:

**An insurance certificate clearly stating the host country and the repatriation clause is annexed to the present agreement.**

The host company certifies that, likewise, it has civil liability insurance cover.

ACADEMIC DETAILS:

# ⑥ Field of Activity; missions and tasks entrusted to the trainee

|  |
| --- |
|  |

Field of activity of the placement:

Learning goals of the placement:

|  |
| --- |
|  |

Tasks entrusted to the trainee:

|  |
| --- |
|  |

# ⑦ Supervision

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Surname,  first name: |  | | | | | | | | | |
| Role in the company: |  | | | | | | | | | |
| Phone number: | 0 |  |  |  |  |  |  |  |  |  |
| 0 |  |  |  |  |  |  |  |  |  |
| Email: |  | | | | | | | | | |

Host company supervisor:

*Mise à jour sept 2014*

Academic Supervisor :

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Surname,  first name: |  | | | | | | | | | |
| Subject area: |  | | | | | | | | | |
| Phone number: |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Email: |  | | | | | | | | | |

Supervision procedure:

At the end of the placement, the company supervisor will provide a written appraisal of the student’s performance, focusing, if necessary, on some aspects.

The student trainee will be given a certificate specifying the nature and duration of the placement.

Academic appraisal of the placement for the award of the degree:

At the end of the placement, the student trainee must hand in to the academic supervisor a placement report as stipulated in the degree regulations. A copy of this report will be sent to the company supervisor.

# ⑧ Specific cases in which a placement may be suspended or terminated:

|  |
| --- |
|  |

⑨ Signatures **of the contracting parties**

|  |  |
| --- | --- |
| On behalf of the company:  (signature and company stamp) |  |
| On behalf of the President of the University:  (signature and stamp) |  |
| Academic supervisor:  (signature) |  |
| Student:  (signature)  (signature legal representative if under 18) |  |

***① Internship certificate***

|  |  |
| --- | --- |
|  | **INTERNSHIP CERTIFICATE**  ***to be issued to the intern upon the conclusion of the internship*** |

|  |
| --- |
| **THE HOST ORGANIZATION**  Name or company name: ………………………………………………..…………………………………………....……………………..…………………….  Address: …………………………………………………….…………………………………..……………………..……………………..……………………..………………  ………………………………………………………………….……………………………….….…………………………………….…………………………..………………………….……..  🕿 ………………………………….. |

**Hereby certifies that**

|  |
| --- |
| **THE INTERN**  Surname: ……………………………………… First name: …………………………… Sex: F 🞎 M 🞎 Date of Birth: \_\_\_ /\_\_\_/\_\_\_\_\_\_\_  Address: ………………………………………………………………………………………………………………………………………..………….……………  ………………………………………………………………………………………………………………………………………………………………………………………  🕿 ………………………………….. . email: ………………………….........................................................  **Enrolled in** (title of the training course or higher education curriculum being followed by the intern):  ………………………………………………………………………………………………………………………………………………………………………………………  **At** (name of the higher education institution or training organization):  …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………… |

**has completed an internship as part of his/her studies**

|  |
| --- |
| **Internship Duration**  …………………………………………………………………………………  Internship start and end dates: **From** ……DD/MM/YYYY……………… **To** …………DD/MM/YYYY…………………    Representing a **total duration** of ………………......…….. (Number of months / weeks) (cross out items that do not apply)  The total duration of the internship is assessed in consideration of the actual presence of the student within the organization, taking into account any authorized time off and leaves of absence granted, as provided under article L.124-13 of the education code (art. L.124-18 of the French education code). Each period of at least 7 hours of presence, whether consecutive or otherwise, is considered equivalent to one day of internship work, and each period equal to at least 22 days of presence, consecutive or otherwise, is considered equivalent to one month. |
| **Total amount of stipend paid to the intern:**    The intern has received an internship stipend **totaling** €……………………….. |

|  |  |
| --- | --- |
| ***Under French law, the course certificate*** *is an indispensable element, for consideration, subject to the payment of a fee, of the internship work in determining retirement benefits. Retirement pensions legislation (Law No. 2014-40 of January 20, 2014) grants students* ***whose internship work is allocated a stipend*** *the possibility of having such work validated* ***within two calendar quarters****, subject to the* ***payment of a fee****. The* ***application is to be made by the student within the two years*** *of the end of the internship, and* ***requires the presentation of the internship certificate*** *indicating the total duration of the internship and the total amount of the stipends paid. Specific information regarding the fee to be paid and the procedure to follow may be requested from the Social Security administration (Social Security Code, art. L.351-17 - Education Code, art. D.124-9).* | **SIGNED in ………………………………..**  **DATE**  **……………………………......**  Name, position and signature of the representative of the host organization. |