

**STUDENT PLACEMENT AGREEMENT**

**Academic Year ………………………………..**

Preamble: the signatories of this placement agreement declare that they are familiar with article 9 of French law 2006-396 on equal opportunities and subsequent implementation decrees and the charter on work placements [http://www.recherche.gouv.fr/discours/2006/charte.pdf](http://www.recherche.gouv.fr/discours/2006/charte.pdf%20) and accept the principles.

BETWEEN

Sending institution:

Agreement to be returned signed in

L’ENSXXX

adress

## Bordeaux institute of technology: CS 60099 - 33405 TALENCE CEDEX

on behalf of its Graduate school :………………………………..

Address:

Represented by (Name of the person signing the agreement): , school director

**Host organization** (company, association, organization... hosting the placement):

Corporate Name:

Address (registered office):

Telephone: **F**ax E-mail:

Represented by (Name of the person signing the agreement)

:

Position / Title:

**And the Student:**

Name:

First name:

Course enrollment:

**TERMS OF THE PLACEMENT**

DESCRIPTION:

DATES: From To

LOCATION

Name of the department in which the placement is to take place:

Physical address (if different of registered office):

**Supervision of the student**

Supervisor – Sending institution:

Name:

First name:

Position:

Telephone:

E-mail :

Supervisor – Host organization:

Name:

First name:

Position:

Telephone:

E-mail :

**Article 1: Purpose of the agreement**

The present agreement governs the relationship between the host organization, the sending institution and the student.

**Article 2: Purpose of the placement**

The internship offers the opportunity to spend a fixed period of time in a working environment, during which time students can develop their professional skills and apply the theoretical knowledge gained in the course of their training, with a view to obtaining a degree or other certification and fostering employability. Interns will be entrusted with one or more responsibilities which correspond to the educational objectives of their academic institutions, and which meet with the approval of the host organisation.

The student must provide the school with a course description before signing the agreement.

Skills to acquire or develop: project ………………………………………………………………………..

**Article 3: Conditions**

The maximum weekly presence required of the student within the company will be............................................... Hours/week.

If the student’s presence is required during the night, on Sundays or on Bank Holidays, the host organization must stipulate the details below:

An addendum to the agreement will be established in case of extension of training course made at the request of the host organization and of the trainee.

**Article 4: The status of the student – Reception and supervision**

The trainee will remain a sending institution student all along the internship within the host organization and is regularly followed up by the Sending institution. The host organization appoints a person in charge of the placement who is entrusted with the technical procedures and ensuring the best possible outcome. The host organization allows the student to return to the sending institution, in order to attend classes, if specifically demanded by the program, or to participate in meetings. The sending institution must inform the host organization in advance the dates of these events and, if necessary, give the student permission to travel.

Any difficulties encountered in the course of the internship will be brought to the attention of all concerned to be resolved quickly.

**Article 5: End of placement - Report – Assessment**

On completion of the placement, the host organization issues the student with a placement certificate and fills out an assessment form on the student's performance to be returned to the sending institution.

On completion of the placement, the student should hand a report back to the sending institution and his/her work can be presented during a viva voice defense, according to academic regulation.

**Article 6: Gratuities - Benefits in kind - Refund of expenses**

The student can receive a gratuity.

Amount of the gratuity:………………………currency : …………………………….🞎 gross 🞎 net

Payment terms: 🞎 day 🞎 week 🞎 month 🞎 other : …………………….

List of benefits offered: ……………………………………….

Traveling and accommodation expenses incurred by the student at the request of the host organization, as well as possible training expenses required by the placement, will be borne by the organization in line with its current procedures.

**Article 7: Social security cover**

**7.1 Health insurance**

During the placement, the student continues to benefit from normal student health cover. He/she retains normal student status. **Students must notify the Social Security in France in advance of any placements carried out abroad**. Approval must be obtained from the latter.

**The following arrangements are applicable on condition that they comply with the legislation of the host country and that applying to the host organization** (http://www.cleiss.fr/)

*7.1-1 Cover provided in the scheme*

Internships within the European Economic Area or in Switzerland for students:

the student must request the European Health Insurance Card from his/her health insurance company at least 15 days before living his/her mother country. The card will allow him/her to benefit in the host country from the cover of medical expenses in the same conditions as those enjoyed by the host country’s nationals.

Internships outside of the European Economic Area or Switzerland:

Internships in Quebec by French nationals the student must request the SE401Q102 or SE401Q106 form.

Other countries: students incurring health costs abroad can be refunded by the mutual organization standing in for the student Sécurité Sociale upon their return and on presentation of written proof: Reimbursement is calculated on the basis of charges in France which can result in major discrepancies. The student is therefore advised to contract a supplementary health insurance policy accepted by the host country and spanning the duration of his/her internship.

*7.1.2 Cover provided by the host organization*

The host establishment must indicate here below whether or not it grants the trainee health cover in compliance with the country’s law:

**🞎 YES** (the cover abroad supplements the rights inherent to the French students’ social security scheme)

**🞎 NO** (the cover results exclusively from the rights inherent to the French students’ social security scheme)

If no box is checked, the 7.1.1 applies.

**7.2 Occupational accident insurance**

*7.2-1 The trainee will benefit from the occupational accident cover* provided by French law if the four following cumulative conditions are met:

- the internship must not exceed a period of 6 months, extensions included.

- the trainee must not be paid benefits and/or bonuses the consolidated amount of which is superior to 13.75% of the maximum working time allowed by the Social Security Administration. The amount is worked out on signing the internship agreement, taking account of benefits, bonuses and the agreed monthly working time.

- the internship must exclusively unfold in the host establishment that is party to the agreement.

- the internship must exclusively unfold in the foreign country specified in the agreement.

Occupational accident claims: The host organization must writing by mail, to the sending institution, 48 hours at the latest after the occurrence of the accident.

7.2-2 Subject to the specific legislation of the host country, the occupational accident cover concerns accidents that occur:

- within the precincts of the establishment where the internship unfolds and during working hours.

- on the way between the trainee’s place of residence abroad and the place where the internship unfolds.

- during the journey there and back, at the beginning or the end of the internship, from the trainee’s place of residence in France and his/her place of residence abroad.

- during a mission assigned in writing by the host organization.

The sending institution will inform the social security office (Caisse Primaire d’Assurance Maladie de la Gironde - Division des Régimes Spéciaux - Service « Accidents scolaires » - Place de l'Europe, 33085 Bordeaux - France).

*7.2-3* Should one of the conditions stated in 7.2-1 be unmet, the host organization is committed to covering the student against occupational accident risk, in conformity with the present agreement, paying the corresponding subscription, and issuing the claims needed.

*7.2-4 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.

In the case of a student carrying out missions with a limited scope outside of the host organization or outside of the country of internship, the host organization must take the necessary steps to provide him/her with the appropriate cover.

**Article 8: Civil Liability and Insurance**

Each of the three parties involved declare they are in possession of a valid civil liability insurance policy.

Regardless of the nature of the placement and the country of destination, the Trainee undertakes to subscribe to an insurance policy against accident and cover providing assistance in case of need of medical repatriation, legal aid, etc.

If the Host institution puts a motor vehicle at the disposal of the Trainee, it should ascertain that the insurance policy for the vehicle covers its use by the Trainee.

If the Trainee uses his/her own vehicle or a vehicle loaned by a third party for the purpose of his/her Placement, he/she should declare this to the insurer of the vehicle and pay any supplementary insurance cover.

**Article 9: Discipline**

The Trainee shall comply with the rules and regulations and code of conduct of the Company, and in particular to hours of work and Company health, safety and hygiene guidelines throughout the period of the placement. Only the School can take disciplinary action on the Trainee. Any case of misconduct should be reported by the Company to the School and supported by evidence.

**Article 10: Absence and placement interruption**

**Leave:**   
NUMBER OF DAYS AUTHORIZED / or LEAVE terms of leave and leave of absence during the internship : ……………………

All absences should be notified by the Company to the School.

An endorsement signed by the signatories of this agreement should be appended to the present agreement in case of absences exceeding one week for determined reasons or due to unforeseen circumstances and authorized by the Company.

If one of the three parties (Company, School or Student) wishes to prematurely terminate the Placement he should immediately inform the other parties and confirm this request in writing. The reasons given shall be examined carefully in close consultation with all parties and the final decision made at the end of the consultation.

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

**Article 11: Discretion and confidentiality**

It is the trainee’s absolute duty to preserve professional secrecy. He is expected, in particular, never to reveal the contents of the documents at his disposal. He is forbidden to transmit any documents, know-how, survey conclusions, files, softwares, blueprints, access procedures he will devise or have at his disposal, whatever their form, without written permission from the host organization’s representative.

Once approved by the host organization representative, the internship report will be considered the trainee’s property, and will not be subject to the rules here above, except, possibly, for some secret aspects which will be grouped into a detachable note. In the case where additional confidentiality constraints apply, the host organization must inform the school at the beginning of the placement.

Similarly, the trainee will be free to publish papers in scientific or technical journals or any official periodical with express permission from the host organization representative.

As part of the confidentiality of information contained in the report, the host organization may request a restriction on the dissemination of the report, or the removal of certain highly confidential information.

People needing to know are bound by professional secrecy to not use or disclose the information in the report.

**Article 12: Intellectual property**

For internships abroad, the French provisions apply subject to compliance with the laws of the host country.

**Article 13: Recrutment**

Should a work contract be signed with the host organization which takes effect before the final date of the placement, the present agreement would become null and void. The student would no longer fall under the responsibility of the sending institution. It is imperative that the host organization should be informed before any such signature takes place.

**Article 15: Legal authority governing disputes**

The present agreement falls exclusively within the scope of French Law. Any litigation whatsoever left unresolved in an amicable way shall be submitted to the competence of the French relevant jurisdiction

**Article 14: Particulars measures**

*(To complete if necessary)*

In triplicate

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Read and approved On…………………………  On behalf of the President of the host organization, and under his authority  Name, signature and rubber stamp | The work placement  tutor of the host organisation  Name and signature | Read and approved On…………………………  Name of the student  Signature | The referring teacher  of the trainee  Name and signature | Read and approved On…………………………  Name of the Head of the Sending institution  Signature and rubber stamp |