

INTERNSHIP AGREEMENT

NON - COMPULSORY INTERNSHIP REQUIRED TO COMPLETE THE EDUCATIONAL PROGRAMME

2013-2014

Introduction :

Internship with the exception of public institutions and administrative offices of the State not presenting an industrial and commercial character : the signatories of the present Internship agreement acknowledge having read article 9 of law n°2006-396 pertaining to the equality of opportunity, of its decrees of application and law n°2009-1437 of November 24th, 2009 relative to orientation and vocational training throughout life as well as the Internship charter (appendix 1). They will also accept to abide by these principles.

Internship in public institutions and administrative offices of the State not presenting an industrial and commercial character : the signatories of the present internship agreement acknowledge having read decree n°2009-885 of July 21st, 2009 concerning the terms under which higher education students carrying out an internship are received in public institutions and administrative offices of the State, not presenting an industrial and commercial character.

When he/she carries out an internship in a "country at risk ", the student will undertake to consult the website of the French Ministry of Foreign Affairs and to conform to the orders and precautionary steps (vaccinations etc;).

NAME and first name of the student : Date of birth Student number :..... Address : Phone :..... E-mail : SPECIALIST SUBJECT	HOST INSTITUTION..... Address : Internship From To..... Duration
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The present agreement is signed between :

■The institution :

Name : Institut National des Langues et Civilisations Orientales (INALCO) (NATIONAL INSTITUTE OF ORIENTAL LANGUAGES AND CIVILIZATIONS), hereafter "INALCO"

Address : 65, rue des Grands Moulins - 75013
 Paris Phone : 01 81 70 10 00

Represented by : Manuelle FRANCK, President of INALCO

■Host institution (hereafter, "host institution") :

Name :

Address :

Phone : E-mail :

Represented by :

In the capacity of :

Name of the section / department in which the internship will be carried out :

Place of the internship (if different from the address of the institution)

: **And the intern (hereafter, the “intern” or the “student”) :**

Name :First name :.....

Date of birth :Student number :

Address :

Phone :E-Mail :

Article 1 : Object of the internship agreement

The present agreement is signed with the host institution (company, public body, association, etc.), the National Institute of Oriental Languages and Civilizations (INALCO) and the intern.

Article 2 : Purpose of the internship

The aim of the internship is to enable the student to apply the theoretical and methodological tools acquired during his/her studies, to identify his/her skills and to strengthen his/her professional objectives.

Therefore, the aim of the internship is to give the student a more thorough knowledge of the host institution thus preparing him/her for entry into professional life.

The internship should be carried out within the framework of the personal and professional project of the student and thereby, correspond to his/her educational programme.

The program of the intership is established by INALCO and the host institution in accordance with the general program of courses.

Description of the internship :

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Article 3 : Terms of the internship

The intern’s maximum number of hours per week in the host institution will be hours.

The minimum global number of hours of the internship is in the study programme followed by the student.

The internship is : Full time Part-time (tick the corresponding box)

If the intern’s presence is required in the host institution at night, on Sundays or public holidays, please indicate these special cases below :

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.....

Article 4 : Status of the intern

During his/her internship in the host institution, the student retains his/her former status.

He/she will be in regular contact with INALCO.

The host institution will appoint a supervisor to oversee and guide the intern and to optimize the conditions for a successful internship.

The intern may be allowed to come back to INALCO during his/her internship, to attend specific courses which are explicitly required by the study programme and to participate in meetings. The host institution will be informed and their permission obtained for absence on these dates.

Terms of the internship (to be specified if necessary) :

Article 5 : Bonuses - Fringe benefits - Reimbursement of expenses

The intern will be granted a bonus when the internship taking place on the French territory, in private or public enterprise, in associations, in industrial and commercial public institutions has a duration superior to two consecutive months and, when taking place in a public institution of the State, a duration of two consecutive months, that is to say 40 days of presence.

The amount of the bonus is fixed by agreement with the department/section in which the intern will work or the professional body. If not, it should be fixed at 12.5 % of the maximum hourly rate of the Social Security defined in article L.241-3 of the code of the Social Security.

For internships in public administration or institutions of the State, the allowance is necessarily equal to the above-mentioned rate.

When the duration of the internship is less than or equal to two months the intern can be granted a bonus in private or public enterprise, in associations, on the French territory.

Amount of the bonus:

Payment provisions:

If the intern has fringe benefits (e.g. free meals), the amount representing the value of these benefits will be added to the amount of the monthly bonus before calculating the 12.5 % of the maximum hourly rate of the Social Security for a legal duration of 35 hours per week.

Travelling and accommodation costs incurred by the student at the request of the institution, as well as training expenses possibly required for the internship, will be fully covered by the host institution, in accordance with the institution's practices.

List of advantages offered :

When the above expenses are incurred in a public institution of the State, the expenses of the student will be covered according to the clauses of decree n°2006-781 with place of official residence considered as the place where the internship is taking place. Travelling to and from the place of work will be compensated according to the conditions of decrees n°82-887 and 2006-1663.

Article 6 : Social Welfare cover

During his/her internship, the intern remains affiliated to his previous social security system and preserves his student status.

For internships carried out abroad the Social Security will be informed and approval obtained before the student's departure. The following measures are applicable subject to conformity with the legislation of the host country and that governing the host institution.

6.1 Bonus less or equal to the product of 12.5 % of the maximum hourly rate of the Social Security by the number of hours of the internship accomplished during the said month:

In this case, according to the legislation in force, the bonus for the internship is not subjected to national insurance contributions. The student continues to benefit from the legislation on accidents in the workplace in conformity with article L 412-8-2 modified by the code of the Social Security, applying to the student Social Security system.

In the event of an accident happening to the student, either while working in the host institution, on the way to work, or at a place considered as necessary for the internship the host establishment will send the declaration to the Regional health insurance fund mentioning INALCO as the employer, and a copy will be sent to INALCO too.

6.2 Bonus superior to the product of 12.5 % of the maximum hourly rate of the Social Security by the number of hours of the internship accomplished during the said month :

The national insurance contributions are calculated on the differential between the total amount of the bonus of 12.5% of the maximum hourly rate of the Social Security for a legal duration of 35 hours per week.

The student obtains legal cover through the application of provisions of article L 411.1 pertaining to the code of the Social Security. In the event of the student meeting with an accident either during work in the host institution, on the way to work or at a place assigned by the host institution as relevant to the internship, the host institution will take all the necessary steps in conjunction with the Regional health insurance fund and INALCO will be informed as soon as possible.

6.3 Health Protection of the intern abroad

6.3.1. Insurance Cover by the French student system :

For an internship carried out within the European Economic Space (EES), for a student having the nationality of a member state of the European Union it is recommended to ask for the European Health Insurance Card (EHIC).

In all other cases, the interns who incur health expenses abroad can be reimbursed by the Student Social Security system to which they have subscribed, on their return and on production of documentary evidence. The reimbursement is then made on the basis of the French rates of health care. (There could be a big difference in refund rates).

It is thus strongly recommended to the student to subscribe to a health insurance of his/her choice, specific to the host country and for the duration of his stay. This could be even the health insurance of his/her parents or that of a private company.

Exception: if the host institution supplies the student with medical coverage the student can choose to benefit from this specific health protection. It is imperative that the student verifies the clauses of this protection before making a choice.

6.3.2 Insurance Cover by the host institution :

By ticking the appropriate box the host institution indicates below if it will provide the intern with health protection on its territory.

- YES this protection abroad is added to the rights covered by the French Student Social Security System
- NO the protection then ensues exclusively from the protection abroad covered by the French Student Social Security

System If no box is ticked, the measures of paragraph 6.3.1. Apply.

6.4 Protection for accidents in the workplace of the intern abroad

6.4.1. In order to benefit from the French legislation on the cover of accidents in the workplace, the present internship will:

- be less or equal to a duration of 12 months (inclusive of extensions).
- not include any payment for accidents in the workplace in the foreign country (a compensation or a bonus at the level of 12.5 % of the maximum hourly rate of the Social Security for a weekly legal duration of 35 hours per week subject to the agreement of the health insurance fund is allowed).
- take place exclusively in the host institution cited in the present agreement.
- take place exclusively in one or several foreign countries cited in the agreement.

When the conditions are not met the host institution makes a commitment to contribute to the protection of the intern and to make the necessary declarations in the event of an accident in the workplace.

6.4.2. The declaration of accidents in the workplace concerns INALCO and it must be informed by the host institution in writing within 48 hours.

6.4.3. The cover concerns the accidents in the workplace which happen :

- within the place of the internship and during working hours.
- during the journey to and from the residence of the intern on the foreign territory and the place of the internship.
- on the return trip (at the beginning and at the end of the internship) from the place of residence of the intern situated on the French territory and the place of residence abroad.
- in the framework of a mission entrusted by the host institution and while under orders from the host institution.

6.4.4. If one of the conditions stated in point 6.4.1 is not met, the host institution makes a commitment by the present agreement to cover the intern against the risk of accidents in the workplace, accidents which could happen on the way to and from work, work-related diseases and to assure that all the necessary declarations are made.

6.4.5. Under all circumstances,

- If the student is a victim of an accident in the workplace during the internship, the host institution is obliged to inform INALCO immediately.
- If the student undertakes short missions outside the host institution or outside the country where the internship takes place, the host institution has to take all the necessary measures to supply him/her with the appropriate insurance.

Article 7 : Civil liability and insurance

The host institution and the student should declare to be covered for civil liability.

Whatever the nature of the internship and the country of destination, the intern undertakes to obtain a contract covering him/her for assistance, repatriation on medical grounds, legal assistance and an individual accident insurance contract.

When the host institution puts a vehicle at the disposal of the intern, the host institution must check beforehand that the insurance policy of the vehicle covers its use by a student.

When within the framework of his/her internship, the student uses his/her own vehicle, or a vehicle lent by a third party he/she will clearly declare to the insurer of the aforementioned vehicle that he/she will be using it for a specific purpose and if necessary settle the premium there concerned.

Article 8 : Discipline

During his/her internship, the student is subjected to the discipline and to the internal regulations of the host institution, (knowledge of which he/she has to have), in particular as regards schedules, rules of hygiene and security.

Any disciplinary measure or sanction can be decided only by INALCO. It is up to the host institution to inform INALCO about the lack of discipline and to give should the case arise, the relevant information.

In the case of particularly serious failures to follow disciplinary rules, the host institution has the right to interrupt the internship while respecting measures mentioned in article 9 of the present agreement.

Article 9 : Absence and interruption of the internship

Any difficulty arising during the course of the internship should be exposed immediately and to all of the parties involved in the present agreement, so as to resolve problems as quickly as possible.

9.1 Temporary interruption

During the internship, the intern can benefit from vacation subject to permission from the host institution so long as the duration of the internship is respected.

For any other temporary interruption of the internship (disease, maternity leave, absence without a proper justification) the host institution will inform INALCO in writing.

9.2 Permanent interruption

In the case of one of three parties, (host institution, INALCO, intern) wishing to interrupt the internship permanently, this party will have to inform the other parties in writing. The reasons given will be examined carefully. The final decision of interruption of the internship will be taken only at the conclusion of this meeting.

Article 10 : Duty of reserve and confidentiality

Confidentiality is of absolute importance. The intern thus makes a pledge to use on no account the information obtained by him/her for purposes of publication, communication to third parties without the preliminary consent of the host institution. The internship report should also be considered as confidential.

This commitment will be valid not only for the period of the internship but also after its expiration. The intern makes a commitment not to take or to keep a copy of any document or software, of whatever nature it maybe, belonging to the host institution without its permission.

With regards to the confidentiality of information contained in the internship report, the host establishment may request a limited distribution of the report or even the withdrawal of certain very confidential elements. Any person who is aware of this report will be subject to the confidentiality clause.

Article 11 : Intellectual property

If the intern's work gives rise to the creation of a work protected by copyright or industrial property rights (even if it is a software) and the host institution wishes to use it, and the intern agrees to it being used, a contract must be signed according to the code of intellectual property between the intern (author) and the host institution.

The extent to which his/her specified rights have been given up, possible exclusivity rights, the destination, the supports used and the duration of the transfer as well as the amount of the payment due to the student in conformance with the transfer of rights will be specified.

This clause also applies to internships made in public institutions.

Article 12 : Recruitment

Should a work contract be signed by the host institution and the student and come into effect before the end of the internship, the present agreement would become null and void and the intern would no longer fall under the responsibility of INALCO. Therefore, the latter should imperatively be informed prior to the signature of the contract.

Article 13 : End of the internship – Report –Evaluation

At the end of the internship, the host institution will deliver a certificate to the intern and fill in the evaluation form attached herewith. (appendix 1) and send it to INALCO.

Please specify, if necessary, the terms of validation of the internship:

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Number of credits ECTS :

The internship supervisor of the host institution or any other member of the aforesaid institution coming to INALCO to plan the internship period or to discuss the progress or the validation of the internship cannot aspire to any form of compensation from INALCO.

An amendment to the present agreement could be made in case of an extension of the term of the internship made at the request of the host institution and the student.

On no account can the date of the end of the internship be later than 30th September of the current year.

Article 14 : Applicable rights – courts of competent jurisdiction

The present agreement is exclusively governed by the French law. Any dispute not resolved amicably will be subjected to the competent French jurisdiction.

Signed in three original copies

In In In
On the On the On the

Host institution The intern The President of INALCO
(Name and signature of the representative)

STAMP OF SUPERVISORS :

Supervisor – host institution

Supervisor INALCO

(Name and signature)

(Name and signature)


CONTACTS :

INALCO

Pôle Vie Etudiante.....


HOST INSTITUTION


Internship supervisor :

 01 81 70 11 20

 conventions.stages@inalco.fr

Mr. / Mrs





Appendix 1: Evaluation form