

# Guidance notes for template internship contract

version 4

The aim of the present document is to support the implementation of the template internship contract and to provide a detailed breakdown of the contract. It does not exclude the drafting of internal memos relating to internships created by the higher education institution. It includes information contained in the internship contract as well as legal and practical aspects relating to the implementation of the contract.

The contract should be read carefully before it is signed by the parties concerned.

## Definitions

***Internship:*** a temporary period of work experience in a professional environment during which the student gains professional skills which apply the knowledge gained on their course in view of obtaining a degree or diploma. The intern will be entrusted with one or more tasks in accordance with the educational syllabus outlined by the education institution and approved by the host organisation (article L612-8 of the Education Code)

***Host organisation:*** the legal entity which hosts the intern for the duration of the period outlined in the internship contract. The host organisation may take many legal forms: private or public enterprise, public institution, administration, association, etc.

***Scope of internships covered in the present contract:*** the template internship contract applies to all internships carried out in any type of host organisation.

Exceptions to the obligation for remuneration do exist. Partners are required to keep informed of applicable regulations (example: article L4381-1 of the Public Health Code: internships carried out with medical auxiliaries, internships in certain overseas departments and territories).

The template internship contract does not apply to certain internships which are governed by specific texts (example: "educational" internships governed by the MENE0917847C circular of 20/08/2009).

## Special case

***Interns suffering from a disability:*** adjustments should be made to internships and should be added to the contract as an appendix (Article L. 5212-7 of the Employment Code).

**Note to reader:** text in bold and italics applies to internships in administration and public institutions of government.

<b>The higher education institution:</b>	
Name of institution:	<i>Full name</i>
Address:	<i>Address of the head office of the institution</i>
Tel:	<i>of the chancellorship of the institution fax number</i>
E-mail:	<i>of the chancellorship of the institution</i>
Represented by:	
Job title:	<i>Chancellor or delegate</i>
Department /Faculty/	<i>Specify the full name of the department</i>
Address: (if different from address of institution)	<i>Full address</i>

<b>The host organisation:</b>	
Name:	<i>Full name (for example: University of Montpellier III Paul Valéry)</i>
Address:	<i>Address of head office of the host organisation</i>
Tel:	<i>of head office of the host organisation fax of head office of the host organisation e-mail address of head office of the host organisation</i>
Represented by: (name of person signing contract):	<i>Name</i>
Job title:	
Name of department where internship will take place:	
Place of internship: (if different from host organisation address)	<i>Address</i>

And the intern student:	
Surname	<i>surname (family)</i>
First name	
Gender: F      M    Date of birth: __/__/____	
Address:	<i>Address of the student DURING THE INTERNSHIP</i>
Tel: Fax:	<i>Mobile number preferred</i>
E-mail:	
Title of course undertaken at the higher education institution:	<i>Example: Master 2 in Occupational Psychology</i>
SUBJECT OF INTERNSHIP:	
DATES OF INTERNSHIP: From .....to.....	
<b>LENGTH OF INTERNSHIP: ...</b>	<i>Specify the duration in accordance with applicable text</i>
<b>...hours / weeks / months (cross out the options which do not apply)</b>	<i>Reminder of new regulations: no internships of more than 6 months excluding those in civil service or public establishments.</i>
<b>(request for the addition of a line for TRACKING internships carried out over several periods of time)</b>	<i>If required, specify if the internship will take place in several parts (for example: from 01/04 to 30/06 and from 01/09 to 30/09)</i>

Supervision of intern provided by:	
On behalf of the higher education institution:	
Surname:	<i>Name of tutor</i>
First name:	
Job title:	
Tel:	
E-mail:	
On behalf of the host organisation:	
Surname:	<i>Name of tutor</i>
First name:	
Job title:	
Tel:	
E-mail:	
Healthcare insurance office ("Caisse Primaire d'Assurances Maladie") to be contacted in the event of an accident (place of residence of student unless otherwise indicated)	<i>Usually the office in the town of residence of the student able to deal with matters relating to accidents in the workplace</i>

Article 1: Purpose of the contract
The present contract serves to govern the relationship between the host organisation (company, public agency, association...), the higher education institution and the intern.

Article 2: Objective of internship	
The internship is a temporary period of work experience in a professional environment during which the student gains professional skills which apply the knowledge gained on their course in view of obtaining a degree or diploma. The intern will be entrusted with one or more tasks in accordance with the educational syllabus outlined by the education institution and approved by the host organisation.	<i>Inclusion of legal provisions: the internship is now outlined by article L612-8 of the Education Code</i>

<p>The internship programme is determined by the HE institution and the host organisation according to the general curriculum of training offered.</p> <p>Duties to be carried out:</p>	<p><i>Examples of things to list here: interviews, writing up notes, attending meetings, etc... in relation to the objectives of the internship (compulsory item)</i></p>
---	---

**Article 3: Practical terms of internship**

<p>The maximum weekly amount of time the intern should be present at the company is ..... hours..</p> <p>The internship is full time / part time (please specify the percentage.....)</p> <p>If the intern must be present at the host organisation at night, on a Sunday or on a bank holiday, the organisation must indicate these special cases here:</p>	<p><i>Specify the amount of work time scheduled in the host organisation in accordance with applicable regulations.</i></p> <p><i>Please note: interns who are minors may not work more than 35 hours per week (compulsory item)</i></p> <p><i>(Cross out the option which does not apply) for example: 80%</i></p> <p><i>Verify the clauses relative to minors – compulsory item</i></p>
--	---

**Article 4: Status of intern – Reception and supervision**

<p>The student will retain his/her previous status throughout the duration of the internship in the host organisation and will receive regular supervision from the HE institution. The host organisation will designate a <i>host organisation tutor</i> who will be responsible for mentoring the student and optimising the conditions for carrying out the internship.</p> <p>Throughout the duration of the internship, the student may return to the HE institution for any lessons they are explicitly required to take as part of the course or to attend meetings, provided the host organisation is informed of the dates by the HE institution and the student receives authorisation to travel, if applicable.</p> <p>Terms of monitoring:</p>	<p><i>Important: the student may travel during the internship</i></p> <p><i>For example: weekly meeting with tutor (compulsory item)</i></p>
--	--

**Article 5: Remuneration – Benefits in kind – Reimbursement of expenses**

<p>When the length of the internship is longer than two months (consecutive or non-consecutive) and the internship takes place <b>on French territory, (with the exception of specific laws applicable in certain overseas territories or arising from article L4981-1 of the Public Health Code)</b>, the intern must receive remuneration.</p> <p>Remuneration is fixed by sector-specific or professional agreement, or failing this, at 12.5% of the hourly social security limit defined in accordance with article L 241-3 of the Code of Social Security.</p>	<p><i>Caution: compulsory remuneration is valid on French territory; local law in terms of remuneration may apply to internships undertaken abroad</i></p> <p><i>Reminder of text: Article L612-11 Modified by <a href="#">LAW no. 2013-660 of 22<sup>nd</sup> July 2013 - article 27</a></i></p> <p><i>When the length of an internship in a single company, public administration, parliamentary assembly, consultative assembly, association or any other host organisation, is longer than two consecutive months or longer than two months (consecutive or non-consecutive) within a single academic year, the internship is subject to a monthly payable remuneration fixed by sector-specific or extended professional agreement or in the absence thereof, by law.</i></p> <p><i>This remuneration is not the same as a salary as outlined in <a href="#">article L. 3221-3 of the Employment Code</a>.</i></p> <p><i>The first paragraph is applicable without prejudice to the provisions of article L. 4381-1 of the Public Health Code.</i></p> <p><i>In 2013, the amount was 436.05 euros per month for a 35-hour working week. Link to subsequent years: <a href="http://www.securite-sociale.fr/chiffres/baremes/plafond.htm">http://www.securite-sociale.fr/chiffres/baremes/plafond.htm</a></i></p>
--	--

**For internships in administration or an administrative public institution of government, remuneration must be equal to the hourly limit outlined above.**

When the duration of the internship is less than or equal to two months and takes place in a public or private enterprise or an association on French territory, the student may receive remuneration.

Amount of remuneration (if different to legal amount):

Method of payment of remuneration:

If an intern receives benefits in kind (for example, free meals), the amount representing the value of these benefits will be added to the monthly amount of remuneration before comparison with 12.5% of the hourly social security limit for a legal duration of weekly work equal to 35 hours.

Accommodation and travel costs incurred by the student at the request of the organisation in addition to any training expenses required to carry out the internship will be covered by the organisation in accordance with the terms in force within the organisation.

List of benefits provided:

Interns can access social and cultural activities listed in article L2323-83 of the Employment Code under the same conditions as salaried employees.

*Calculation of remuneration: example for 28-hour working week:  $(28 \times 417.09)/35 = 333.67$  euros per month*

*Example: monthly transfer payment (compulsory item)*

*Benefits in kind (for example, free meals): please note that benefits in kind are added to the amount of remuneration*

*example: lunch vouchers*

#### **Article 5: Remuneration – Benefits in kind/reimbursement of expenses (continued)**

**When the internship takes place in administration or in an administrative public institution of government, the student's assignment expenses will be covered under the 2006-781 decree, with the place of internship as the administrative residence.**

**For internships in administration or administrative public institutions of government: travel expenses for travel between the place of residence and the place of work will be covered in accordance with the conditions outlined in decree 2010-676: YES / NO**

*Indicate the decision of the host organisation as to whether it will cover travel expenses for travel between the place of residence and the place of work here (YES or NO)*

#### **Article 6: Social security**

The student remains affiliated with his/her prior social security system throughout the duration of the internship and will retain student status. In the case of internships undertaken abroad, social security must be informed and verification must be received from them prior to the departure of the student.

The following clauses are applicable subject to compliance with the legislation of the host country and legislation governing the type of host organisation:

**6.1 Remuneration less than or equal to 12.5% of the hourly social security limit multiplied by the number of hours of internship completed within the month in question:**

In accordance with legislation in force, in this situation, the remuneration received for the internship is not subject to social security contributions.

The student continues to benefit from the legislation relating to accidents in the workplace under article L 412-8-2 of the Social Security Code, student scheme.

In the event of the student being involved in an accident, regardless of whether this takes place whilst undertaking work in the organisation, during travel or on any premises pertaining to fulfilling the requirements of the internship, *and for students of medicine, dentistry or pharmacy who do not hold a medical position, in relation to medical internships carried out under the*

*This does not concern beneficiaries of continuing education*

**IMPORTANT**

**IMPORTANT: the host organisation is responsible for sending the workplace accident declaration**  
*On the workplace accident declaration, the educational institution should appear as the*

conditions outlined in section b) of 2o of article L 412-8, **the host organisation shall send a declaration to the "Caisse Primaire d'Assurance Maladie"** (see address on the first page), specifying the HE institution as the employer, **and must send a copy to the HE institution.**

**6.2 Remuneration greater** than 12.5% of the hourly social security limit multiplied by the number of hours of internship completed within the month in question:

Social security contributions are calculated on the difference between the amount of remuneration and 12.5% of the hourly social security limit for a legal duration of weekly work equal to 35 hours.

The student benefits from legal cover in accordance with the clauses of article L 411-1 and onwards of the Social Security Code. In the event of the student being involved in an accident, regardless of whether this takes place whilst undertaking work in the organisation, during travel or on any premises pertaining to fulfilling the requirements of the internship, the host organisation will take all necessary steps required by the "Caisse Primaire d'Assurance Maladie" and inform the HE institution as soon as possible.

### **6.3 Health protection for interns abroad:**

1) Protection under the French student scheme:

- For internships in the European Economic Area (EEA) undertaken by students who are nationals of member states of the European Union, the student must obtain a European Health Insurance Card (EHIC).

- For internships carried out in Quebec by students who are French nationals, the student must obtain a SE401Q form (104 for internships in companies, 106 for internships in universities).

## **Article 6: Social welfare (continued)**

- In all other cases:

Students who incur health costs abroad can be reimbursed by the organisation which serves as "Caisse de Sécurité Sociale" for students, on their return to France and on the presentation of documentary evidence: the reimbursement is granted on the basis of French healthcare costs, meaning major differences may exist.

° It is therefore strongly recommended that the student takes out additional private health insurance which is valid in the country where the internship takes place and for the duration of the internship, with the host organisation of his/her choice (student insurance company, insurance company of parents, private company on a one-off basis...).

° Exception: if the host organisation provides the student with health insurance pursuant to the clauses outlined in local law (see section 2) below), the student can choose to benefit from this local health insurance cover. Before making a decision, the student should verify the specific details of cover provided.

2) Protection from the host organisation:

By ticking the appropriate box, the host organisation indicates hereunder if it will provide the intern with health insurance pursuant to local law:

**YES** (this is in addition to the rights of the student under the French student insurance scheme, which continues when the student is abroad)

**NO** (protection follows exclusively from the rights of the student under the French student scheme, which continues when the student is abroad)

If neither of these options is ticked, section 1) of article 6.3 will

*"employer" if the remuneration is equal to or less than the stated limit.*

*On the occupational accident declaration, the host organisation should appear as the "employer" if the remuneration is greater than the stated limit.*

*Box to be ticked by the host organisation when the internship takes place abroad*

apply.

**6.4 Occupational accident insurance for interns abroad:**

1) In order to benefit from French legislation in relation to occupational accident cover, the present internship must:

Be no longer than 12 months, including any extensions

Not give rise to any remuneration likely to grant rights to occupational accident insurance in the foreign country (an allowance or remuneration is accepted up to 12.5% of the hourly social security limit for a legal duration of weekly work equal to 35 hours subject to the consent of the "Caisse Primaire d'Assurance Maladie").

Take place exclusively in the company party to the present contract.

Take place exclusively in the foreign country stated.

When these conditions are not fulfilled, the host organisation agrees to pay contributions for the protection of the intern and to make the necessary declarations in the event of an accident in the workplace.

2) The declaration of occupational accidents is the responsibility of the HE institution who must be informed by the host organisation in writing within 48 hours.

3) The student is covered for accidents occurring:

Within the confines of the location of the internship and the hours of the internship.

On the daily journey between the place of internship and the place of residence abroad.

On the journey between the place of residence of the intern on French territory and the place of residence abroad (at the beginning or the end of the internship).

In the course of any assignment commissioned by the host organisation and where the activity is a necessary part of the given assignment.

4) In the event that any condition outlined in point 6.4 1) is not met, in accordance with the present contract, the host organisation agrees to provide cover for the intern against the risk of a workplace or travel accident and against occupational diseases and to provide any declarations required.

**Article 6: Social welfare (continued)**

5) in all cases,

If a student suffers an accident in the workplace during the internship, it is imperative that the host organisation informs the HE institution of the accident immediately.

If a student completes limited tasks outside of the host organisation or outside the country where the internship takes place, the host organisation must make all the necessary arrangements to provide the student with appropriate insurance.

**Article 7: Civil liability and insurance**

The host organisation and the student declare that they have civil liability insurance.

Regardless of the nature of the internship and the destination country, the intern agrees to obtain cover for him/herself by way of a general insurance policy (medical repatriation, legal assistance, etc) and a personal accident insurance policy.

If the host organisation provides the intern with a vehicle, it is the responsibility of the host organisation to confirm beforehand that the vehicle insurance policy covers use of the vehicle by a student.

*Caution: civil liability refers to an obligation which may result from a voluntary or involuntary act requiring the person or organisation at fault or legally assumed to be at fault to compensate for the damage suffered.*

When the student uses his/her own vehicle or a vehicle loaned by a third party within the framework of the internship, the student expressly agrees to declare this use to the insurer of the said vehicle, and if required, to pay the relevant premium.

#### Article 8: Conduct

Throughout the internship, the student is subject to the conduct and internal regulations of the organisation, specifically, in relation to hours of work, and hygiene and safety regulations in effect within the host organisation.

Disciplinary procedures may only be determined by the HE institution. In the event of a breach of discipline, the host organisation shall inform the HE institution of the breach(es) and provide the constitutive elements.

In the event of a particularly serious breach of discipline, the host organisation reserves the right to terminate the internship while respecting the clauses fixed in article 9 of the present contract.

#### Article 9: Leave of absence and curtailment of internship

Any difficulties which occur during the course of the internship shall be brought to the attention of all parties concerned in order to resolve the issue as soon as possible. The successive hosting of interns undertaking internships in a certain post under internship contracts is only possible after a waiting period equal to a third of the duration of the previous internship. This clause is not applicable when the previous internship was curtailed by the student before the end of the contract.

##### Temporary curtailment:

During the course of the internship, the intern can take annual leave subject to approval from the host organisation and with respect of the duration of the internship.

For any other temporary curtailment of the internship (illness, maternity, unauthorised absence...), the host organisation shall inform the HE institution representative in writing.

##### Definitive curtailment:

**In the event that one of the three parties (host organisation, HE institution, student) wishes to permanently curtail the internship**, the party in question shall inform the other parties in writing immediately. The reasons outlined will be considered together. A definitive decision to curtail the internship will only be made after this dialogue phase.

*Caution: the intern does not benefit from the right to paid annual leave.*

#### Article 10: Duty of circumspection and nondisclosure

The duty of circumspection is absolute. In this respect, intern students agree that in no circumstances will they use information they have gathered or obtained, including the internship report, for the purpose of publication or communication with third parties, without prior consent from the host organisation. In addition to the duration of the internship, this continues to apply after the internship has ended. The student agrees not to keep, take or make a copy of any document or software belonging to the host organisation, regardless of its nature, without consent from the host organisation.

Note: Within the framework of nondisclosure of information contained within the report, the host organisation can request a restriction on the distribution of the report and even the withdrawal of certain elements of highly confidential information.

Those who have knowledge of the information contained within the report are restricted by professional confidentiality not to use or disclose any information contained therein.

#### Article 11: Intellectual property

In accordance with the Intellectual Property Code, if the work undertaken by the intern results in the creation of a piece of work protected by copyright or industrial property (including software),

*Caution: Refer to article L111-1 and onwards of the Intellectual Property Code*

and if the host organisation wishes to use the work and the student consents to this, a contract should be drawn up and signed by the intern (author) and the host organisation.

The contract should notably include the extent of transferred rights, the conditions of exclusivity, the destination of the work, the resources used and the duration of the transfer of rights as well as the total remuneration owed to the student in relation to the transfer of rights, if applicable.

***This clause also applies in the case of internships carried out in public institutions.***

**Article 12: Recruitment**

In the event that a work contract is signed by the host organisation and comes into effect before the end date of the internship, the present contract will become null and void; the HE institution is no longer responsible for the student. It is imperative that the HE institution is informed of the work contract before it is signed.

**Article 13: End of internship – Report –Evaluation**

At the end of the internship, the host organisation will provide the intern with an internship certificate and will complete an evaluation form in relation to the performance of the intern (see appendix) which should be returned to the HE institution.

At the end of the internship, the student shall: (specify the nature of work to be provided by an attachment in the appendix, if necessary)

State the terms of validation of the internship, if required:

Number of ECTS credits

Quality evaluation of the internship: At the end of the internship, the three parties involved are invited to formulate an appraisal of the quality of the internship.

The host organisation tutor or any other member of the host organisation required to visit the HE institution as part of the preparation, implementation or validation of the internship may not claim reimbursement or compensation from the HE institution.

An addendum to the contract may be drawn up in the event of an extension of the internship at the request of the host organisation and the student. The date of the end of the internship may not take place after the 30th September of the year in question, under any circumstances.

*example: internship report, review, etc....*

*example: board of examiners*

*optional*

**Article 14: Applicable law – Courts of competent jurisdiction**

The present contract is governed exclusively by French law. Any dispute which cannot be settled out of court will be submitted to the competent French jurisdiction.

*Important: choice of application of French law: this clause enables the application of cover for workplace accidents and occupational diseases for interns under French law*

**At .....**

**on ...**

**On behalf of the higher education institution**

**(name and signature of representative)**

**On behalf of the host organisation**

**(name and signature of representative)**

**On behalf of the student**

*Please ensure you only specify ONE date*

*Please ensure signatures are provided in the correct order*



(name and signature)

**AUTHORISATION OF TUTORS:**

**Host organisation tutor**

(name and signature of representative)

**Higher education institution tutor**

(name and signature of representative)

**Appendices**

**Appendix 1**: internship charter: will be printed automatically with the contract

**Appendix 2**: evaluation forms: to be set up at the educational institution

**Appendix 3**: to be provided by the student: certificate of civil liability