

**INTERNSHIP AGREEMENT**  
**PRACTICAL INTERNSHIP INCLUDED IN THE PEDAGOGICAL PROGRAMME OF THE DEGREE**  
**Intern of Continuing Professional Training Service**  
  
**Academic year 20../20..**

*Considering section 6 of the Labour Code entitled "Lifelong Professional Training" and notably articles R 6341-1 and R 6342-1 and following articles L 411-1, I 411-2, L 412-8, R 447 6 7, R 444-7 of the Social Security Code*  
*Considering decree No. 2003-1215 of 18/12/2003 on Social Security funding*

**Between**

**Aix-Marseille Université**, a public, scientific, cultural and professional institution  
 Head office address: Jardin du Pharo, 58 boulevard Charles Livon, 13284 Marseille Cedex 7 France  
 Represented by its acting President, **Yvon Berland**, duly authorised by the proceedings of the University's Board of Directors of 19 January 2016,  
  
 Acting on behalf of UFR: .....  
 Represented by:.....

SIRET No.: 130 015 332 00013 – APE/activity sector code: 8542 Z  
 Activity filed under No. 93 13 14110 13 with the PACA region prefectorate,  
  
*Hereinafter referred to as "the University",*

**The Hosting Organisation**  
 Purpose of the institution: .....  
 Business status (plc, limited company, association...) .....  
 Represented by: .....  
 Address: .....  
 .....  
 Postal code: ..... City: ..... Country: .....  
 Phone: ..... Fax: ..... Email: .....  
 Business registration number (SIRET No.): .....  
 APE/activity sector code: .....  
 Address of intership if different:.....

*Hereinafter referred to as "the Hosting Organisation",*

**and**

**The Intern**  
 Last name: ..... Usual name: .....  
 First name :.....  
 Born: .....  
 Address: .....  
 .....  
 Postal Code postal: ..... City: ..... Country:.....

*Hereinafter referred to as "the Intern",*

**INTERN SUPERVISION:**

In the degree programme: .....  
 Internship supervisor (the Hosting Organisation):

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 23 rue Gaston de Saporta – 13100 Aix-en-Provence  
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Mr/Ms:.....

① :.....

Email:.....

Pedagogical Supervisor (the University):

Mr/Ms:.....

① :.....

Email:.....

**Article 1: Purposes of internship**

The purposes of the training internship is the practical application of the theoretical and methodological tools acquired during training, to identify competences and to further the professional objective of the Intern.

The intern applies for the training programme and for the personal and professional project of the following degree:

Domain: .....

Subject (*mention*) : .....

Specialty: .....

National degree: L1  - L2  - L3  - LP  - M1  - M2P  - M2R  - Doc

University degree: DU  - DIU  - CEU  - DESU  - DESIU  - Other:.....

Training level: 1  - 2  - 3  - 4

**Article 2: Internship content**

The programme and the objectives of the internship are defined by the internship supervisor, the Intern supervisor within the Hosting Organisation and the pedagogical supervisor in charge of internships at the University, in accordance with the general curriculum of the relevant training programme. This programme has to fit the specialisation and competences of the Intern. In case the Intern faces difficulties while carrying out his/her tasks, the pedagogical supervisor will be informed at once, notably if the Intern fails to benefit from the training programme.

Programme objective:

.....

Intern missions:

.....

Competences to be acquired or developed:

.....

**Article 3: Duration and organisation of internship**

**3-1 Duration of internship**

The internship will take place: from ...../...../ 20..... to ...../...../ 20..... equivalent volume in:..... hours, ..... weeks, .....months with equivalent volume in.....days.

No internship shall begin before the agreement is signed by all parties. The date of internship termination cannot exceed the date mentioned in the agreement or in the professional training contract of the Intern.

Modifications in initial dates will require an amendment.

**3-2 Organisation of internship**

The maximum weekly hour volume of Intern presence on the Hosting Organisation premises will amount to .....hours

Internship is  full time -  part time (Please, specify number of hours/week and/or %): .....

When internship contains specific constraints (night work, work on Sundays and public holidays, etc., the character and duration of such constraints have to be detailed underneath by the Hosting Organisation (otherwise, please mention Not applicable)

.....

In accordance to article L 6343-3 of the Labour Code, overtime hours are prohibited.

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## Article 4: Status of the Intern – hosting provisions and supervision

The Intern's status is officialised by the continuous professional training service. The Intern enjoys regular tutoring by the University. Within its staff, the Hosting Organisation selects one supervisor who is in charge of the technical follow-up and of the optimisation of internship conditions. During internship, the Intern may return to campus to attend university courses required in the programme or to take part in meetings. Dates of campus time will be notified to the Hosting Organisation by the University.

Supervising provisions: .....  
Any problem in internship missions or organisation, whether observed by the Intern or the supervisor, will be notified to the University as soon as possible.

## Article 5: Indemnities – In-kind benefits – Refund of expenses

In the context of internship, the Hosting Organisation may grant indemnities which are not a salary. Indemnities are fully subject to social contributions under general law. Besides, the Hosting Organisation will pay for all expenses engaged for the benefit of the firm in the context of the internship and justified by the project: refund of travel expenses, food and lodging.

List of in-kind benefits and/or indemnities:  
.....  
.....

## Article 6: Social protection

### 6-1 Health, maternity, disablement...

During internship, interns benefit from Social Security protection in continuity with their previous status.

### 6-2 Accidents related to work, travelling and professional diseases:

Interns benefit from protection in case of accidents related to work, travelling and professional diseases within circumstances provided for by the Social Security Code:

- For salaried interns: contribution is paid for by the employer.
- For job-seeking interns: contribution is paid for by the state or by the region.

In case an intern is the victim of an accident, the official declaration is to be made by the University:

- on the place and time of internship
- on routes leading from the Intern's residence to the place of internship
- on places related to missions imposed by the Hosting Organisation and justified by mandatory mission order.

Internships abroad are subject to the University's approval. Approval will be granted provided the scheme of internship (CIF, region agreement...) allows it. Before departure, interns have to receive an authorisation from Social Security as well as a permission to leave from the company.

### 6-3 Health protection for internships abroad:

**\*In cases the Intern's health protection is applicable:** the intern has to request a form ensuring continuity of health protection rights when abroad.

When internships take place within the European Economic Area (EEA) by interns who are European Union nationals, they have to request the European Health Insurance Card (EHIC) before departure.

**\*In all other cases:** Interns who incur health expenses abroad may claim refund from the Social Security Office when they return and they have to provide documentary evidence: refunds are then based on French health care fees, which may lead to significant differences with expenses abroad.

### 6.4 Work accident protection of interns abroad:

1. To benefit from French legislation on work accident protection, this internship has to:
  - a. last no longer than 12 months, including extensions.
  - b. exclude all forms of payment likely to grant rights covering work accidents in the foreign country.
  - c. take place exclusively in the Hosting Organisation mentioned in this agreement.
  - d. take place exclusively in the foreign country mentioned.

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When these conditions are not satisfied, the Hosting Organisation commits itself to contributing for Intern protection and to making the necessary declarations in case of work accident.

2. The official declaration of work accidents is to be made by the University which has to be informed by the Hosting Organisation in writing within 48 hours.
3. Protection concerns accidents that have happened:
  - a. on the premises where, and at the times when internship takes place.
  - b. on the habitual route to and from the Intern's residence abroad and the place of internship.
  - c. on the route to and from the Intern's residence in France (beginning of internship) and the Intern's residence abroad (end of internship).
  - d. during a mission given by the Hosting Organisation and justified by mandatory mission order.
4. In cases when only one of the conditions provided for in 6-4 1 is not satisfied, the Hosting Organisation commits itself by this agreement to covering the Intern against accident risks related to work, travelling, professional diseases, and to making all necessary official declarations.
5. In any case:
  - a. if the Intern is the victim of a work accident during internship, the Hosting Organisation has to inform the University immediately.
  - b. if the Intern accomplishes limited-scale missions outside the Hosting Organisation or the country of internship, he/she has to take all necessary measures to ensure appropriate insurance cover.

## Article 7: Civil liability and insurance

The Hosting Organisation and the Intern declare they are covered for civil liability.

The Intern has to subscribe an insurance contract with any insurance company to cover civil liability for damage he/she may cause to persons and property during internship. The insurance certificate is attached to this agreement.

Notwithstanding the nature of the internship and the country of destination, the Intern commits him-/herself to subscribing proper covering insurance for health repatriation, legal assistance, etc., and to subscribing an individual insurance contract covering accidents.

In case the Hosting Organisation provides interns with motor vehicles, they are to make sure beforehand that the vehicle's insurance contract covers intern use.

In case interns use their own vehicles during internships or vehicles borrowed from a third party, they will officially notify the vehicle's insurer about the drive they are about to make, and they will pay the relevant insurance premium if necessary.

## Article 8: Discipline

During internship, interns are subject to the Hosting Organisation's internal regulations. These regulations are applicable to interns and communicated to them before internship begins, notably as regards time-tables and applicable health and safety regulations. Any disciplinary sanction will solely originate from a University decision. Should the case happen, the Hosting Organisation will inform the University on the breach of conduct and will provide evidence if need be. In case of severe breach of disciplinary conduct, the Hosting Organisation has the right to terminate internship with the University's agreement, provided termination meets the provisions detailed in articles 9 and 10 of this agreement.

## Article 9: Internship termination – Report – Assessment

The Intern's activity has to be assessed by the dual evaluation of internship supervisors. The internship is assessed in compliance with the degree's modalities of competence acquisition tests.

When internship is completed, the Hosting Organisation delivers an internship certificate to the Intern and fills an assessment form (see Appendix 1) which it addresses to the University.

On the other hand, The Intern has to send to the University an internship report in line with the requirements of pedagogical regulations. The Intern's work results may be defended orally in a viva session in compliance with regulations. The viva session is open to the public except in cases motivated by

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confidentiality concerns requested by internship supervisors and granted by the President of the University or by his/her representative.

Any publication is subject to the joint approval of the head of the Hosting Organisation, of the pedagogical supervisor and of the Intern.

In case the Hosting Organisation's internship supervisor or any other member of the Hosting Organisation has to come to the University to prepare, to organise or to assess the internship, no refund for travelling expenses will be paid for by the University.

## **Article 10: Absence and internship break**

### **Temporary break during internship**

In case of absence, interns have to notify the Hosting Organisation, the training department secretary and their pedagogical supervisor within 24 hours.

During internship, the Intern may benefit from vacation provided the Hosting Organisation accepts and the duration of internship is not modified.

In case of any other temporary break during internship (due to sickness, maternity, unmotivated absence...), the Hosting Organisation will notify in writing the pedagogical supervisor and the training department secretary. Internship breaks due to sickness are subject to sick leave procedure.

### **Final termination of internship**

In case one of the three contracting parties (the Hosting Organisation, the University, the Intern) decides to terminate internship, the said party will immediately notify the other two parties in writing. Motivations for termination will be examined in close consultation. The final decision to terminate the internship will only be made following the consultation period.

Internships may also be terminated for serious medical reasons. In such cases, the most diligent party or the University's medical prevention service will notify the other parties and propose to write an amendment to detail the necessary modifications or to nullify the agreement.

If the internship agreement is suspended or terminated in the case of an internship with indemnity, the amount of indemnity payable to the Intern will be calculated prorata temporis on the basis of the period of internship effectively completed.

## **Article 11: Duty of reserve and confidentiality**

The duty of reserve is imperative and non-negotiable. The Intern pledges not to use, under no circumstances, information he/she has collected or received, including the internship report, with a view to publishing or communicating it to third parties without explicit and prior agreement from the Hosting Organisation.

The pledge is valid during internship and after its completion.

The Intern pledges not to keep, take away or copy any document or software of any type that belongs to the Hosting Organisation without the latter's agreement. If need be, a confidentiality agreement will be signed.

Please note: To ensure confidentiality on information contained in the report, the Hosting Organisation may request the restricted dissemination of the report or even the suppression of highly confidential data.

Persons in a position to read the report are subject to professional secrecy and must not use nor disseminate report information.

## **Article 12: Intellectual property**

In case the Intern's activities are conducive to the creation of copyrighted work or to results that may be protected under industrial property laws (including software), the Hosting Organisation will have to obtain the Intern's agreement to use them. A contract will have to be signed between the Intern (creator/inventor) and the Hosting Organisation. The contract will provide accurate details, notably on the extension of transferred rights, exclusivity clauses if any, purposes, materials used as support, the duration of transfer and, if need be, the level of compensation due to the Intern in remuneration for the transfer. This clause is also applicable to internships in public institutions.

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**Article 13: Recruitment**

In case an employment contract is signed with the Hosting Organisation and comes into effect before the date of internship termination, this agreement will become null and void: the Intern will cease to be subject to University supervision. The University will have to be notified before the contract is signed.

**Article 14: Applicable legislation – Competent jurisdictions**

In case any dispute arises from the interpretation or application of the clauses of this agreement, the parties will work towards a mutual settlement of the case.  
 This agreement falls exclusively under French law. Any dispute that cannot be solved by mutual settlement will be submitted to the competent French jurisdiction. Any substantial change in internship organisation will be notified in an amendment to this agreement.

Made in three counterparts, in....., date.....

The Hosting Organisation Represented by  (Last name – First name – Function – Signature)	The internship supervisor in the Hosting Organisation for approval  (Last name – First name – Function – Signature)
The Intern (Please, mention "Read and confirmed")  (Last name – First name – Signature)	The degree pedagogical supervisor for approval  (Last name – First name – Function – Signature)
The Dean of Faculty or Director of Department  (Last name – First name – Function – Signature)	

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Appendix 1: Assessment form provided by the University unit – Appendix 2: Civil liability insurance certificate provided by the Intern

*Document kept by the Intern following signature by the Hosting Organisation and forwarded to:*

AIX-MARSEILLE UNIVERSITE

Unit/Service :.....

Director/Dean:.....

Address & Contact:.....

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## INTERNSHIP CERTIFICATE

### THE HOSTING ORGANISATION

Name:.....  
Representative:.....  
Address & Contact:.....

Certifies that:

### INTERN

Last name and first name:.....  
Student No.:.....  
Prepared degree:.....

Completed his/her internship from.....to.....

Number of hours:

Internship mission:

Comments:

Hosting Organisation signature and stamp

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