



Academic Year 2013-2014

## STUDENT PLACEMENT AGREEMENT

### BETWEEN

#### **Sending institution :**

Name : Université de Nice Sophia Antipolis

Address : 28, avenue Valrose, Grand Château, BP 2135, 06103 Nice Cedex 2 - FRANCE

Represented by (Name of the person signing the agreement) : Ms Frédérique VIDAL

Position / Title : President

Department : **Ecole Polytechnique de l'Université de Nice Sophia Antipolis**

Address (if different from above) : Site des Templiers, 930 route des Colles, BP 145, 06903 Sophia Antipolis Cedex - FRANCE

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

Name : **{{NomEntreprise}}**

Address : **{{AdrSiegeSocial}}**

Telephone: **{{TelDirEnt}}** E-mail **{{EmailDirEnt}}**

Represented by (Name of the person signing the agreement) : **{{GenreDirEnt\_EN}}**  
**{{PrenomDirEnt}}** **{{NomDirEnt}}**

Position / Title: **{{QualiteDirEnt}}**

Name and address of the department of the placement (if different from above): **{{AdrStage}}**

**And the Student :**

Name : **{{GenreEtu\_EN}}** **{{NomEtu}}** First name : **{{PrenomEtu}}**

Date of birth : **{{DateNaissEtu\_EN}}**

Address : **{{DomEtu}}**

Telephone : **{{TelEtu}}** E-mail **{{EmailEtu}}**

University Course : engineering school Polytech'Nice-Sophia Antipolis in**{{Filiere}}**

TASKS TO BE CARRIED OUT OR NATURE OF THE PLACEMENT :

**{{TitreStage}}**

DATES OF PLACEMENT : From **{{DateDebut\_EN}}** To **{{DateFin\_EN}}**

LENGTH OF PLACEMENT: **{{DureeStageSemaine}}** Weeks

*Translated into DAYS*<sup>1</sup>: **{{DureeStageJour}}** days

**Supervision of the student :**

*Person in charge of the placement – Host organization :*

Name : **{{NomEncadreur}}** Firstname : **{{PrenomEncadreur}}**

Position : **{{FctEncadreur}}**

Telephone : **{{TelEncadreur}}** E-mail : **{{EmailEncadreur}}**

*Person in charge of the placement – Establishment :*

Name : **{{NomEnsResp}}** Firstname : **{{PrenomEnsResp}}**

Telephone : **{{TelEnsResp}}** E-mail : **{{EmailEnsResp}}**

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*please note : bold and italics apply to training in some French administration and French public institutions.*

Primary health insurance fund to be contacted in case of accident (Student's residence, although exceptions possible) : CPAM AT, Service 34, 06180 Nice Cedex, France

### **Article 1 : Purpose of the agreement**

The present agreement governs the relationship between the host organization (company, association, public organization...), the Establishment and the student.

### **Article 2 : Purpose of the placement**

The training placement seeks to enable the student to put into practice the theory and methods acquired during his/her course, to obtain a better grasp of his/her skills and strengthen their future career prospects.

An improved understanding of the host organization will help the student to prepare his/her entry into active employment. The placement lies within the framework of both the student's studies and of his/her personal and professional ambitions. It is an integral part of the student's course. The programme of the placement is established by mutual agreement between the Establishment and the host organization.

Activities allocated: **{{DescrStage}}**

### **Article 3 : Conditions**

The maximum weekly presence required of the student within the company will be **{{DureeHebdo}}** hours.

The placement is full-time / part-time (Delete as necessary).

If the student's presence is required during the night, on Sundays or on Bank Holidays, the host organization must stipulate the details below: **{{HoraireSpecif}}** **{{FerieEventuel}}**

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

During the placement, the student remains registered with the Establishment and is regularly followed up by the Establishment. The host organization appoints a person in charge of the placement who is entrusted with the technical procedures and ensuring the best possible outcome. During the placement, the student can return to the establishment, in order to attend classes, if specifically demanded by the program, or to participate in meetings. The establishment must let the host organization know in advance the dates of these events and, if necessary, give the student permission to travel.

Stipulate specific terms of supervision (if any) :

## **Article 5 : Gratuities - Benefits in kind - Refund of expenses**

When the length of the placement exceeds two consecutive months, a gratuity is compulsory if the placement is carried out on French territory within a private or public company, an association, or a public institution of an industrial or commercial nature.

***When the placement exceeds two consecutive months and is at least equal to 40 days presence, a gratuity is compulsory if it is carried out on French territory within an administration or a State administrative organization.***

The gratuity is determined according to corporate or Professional agreements. Failing the latter, it is equal to 12.5% of the hourly ceiling of the social security as laid out in article L241-3 of the social security code.

***It is understood that for placements within an administration or a State administrative institution, the gratuity is by obligation equal to the abovementioned ceiling.***

When the placement is less than or equal to two months, the student can receive a gratuity within a private or public company, an association, on French territory.

Amount of the gratuity : **{{MontantGrat}}** **{{Devis}}**

Payment terms : **{{ModaliteGrat}}**

If the student enjoys benefits in kind (e.g. free meals) the total sum of these benefits will be added to the monthly gratuity before comparison with the 12.5% of the hourly ceiling of the Sécurité Sociale for the legal working limit of 35 hours per week.

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.

List of benefits offered: **{{AvantagesGrat}}**

***When the placement takes place within a French administration or a State administrative organization, the student's assignment expenses will be borne by the aforesaid in compliance with decree 2006-781, the student's administrative address being that of the organization.***

***For placements within an administration or a State administrative organization, traveling expenses between residence and placement location will be borne by the aforesaid in compliance with decrees 82-887 and 2006-1663:XXX.***

## **Article 6 : Health cover**

During the placement, the student continues to benefit from normal student health cover. He/she retains normal student status. Students must notify the Sécurité Sociale 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:**

#### **6.1 Gratuity less than or equal to 12.5% of the Sécurité Sociale hourly ceiling for the placement hours completed during the relevant month :**

In this case, under current legislation, the gratuity is exempt from Sécurité Sociale contributions.

The student continues to benefit from legislation covering industrial accidents under article L 412-8-2 of the student Sécurité Sociale code.

In the event of an accident incurred by the student, either when carrying out his/her tasks within the organization, in the course of the journey from residence to work or in any place necessary for due accomplishment of the placement, as well as medical, dental or pharmaceutical students without hospital status or hospital appointment under the conditions governed by clause 2 - b of article L. 412-8, the host organization must send a declaration to the Caisse Primaire d'Assurance Maladie (see address on page one) citing the organization as employer, as well as copy to the higher education institution.

#### **6.2 Gratuity above the 12.5% of the Sécurité Sociale hourly ceiling for the placement hours completed during the relevant month :**

The Sécurité Sociale contributions are calculated by the difference between the amount of the gratuity and 12.5% of the hourly ceiling of the Sécurité Sociale for the legal working limit of 35 hours per week.

The student enjoys the legal cover as laid out in articles L 411-1 of the Sécurité Sociale code et seq. In the event of an accident incurred by the student, either when carrying out his/her tasks within the organization, in the course of the journey from residence to work or in any place necessary for due accomplishment of the placement, the host organization must complete all necessary measures with the

Caisse Primaire d'Assurance Maladie and inform the higher education institution **without delay**.

#### **6.3 Health cover for the student abroad:**

1) Cover ensured by the French student health system :

When applicable, the student must request the form maintaining his/her student health entitlements when abroad.

- For placements carried out within the European Economic Area by students of European Union nationality, a European Card of health cover must be obtained (CEAM).
- For placements carried out within Quebec by French students, the student must ask for the form SE4010 (104 for placements within a company, 106 for placements within a university)

- For all other cases :

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.

° It is therefore strongly recommended that student take out, with an insurance company of his/her choice, a specific top-up health insurance which is valid for the country and the length of the placement concerned.

° Exception: if the host organization provides the student with health cover under local conditions (see 2 below) the student is entitled to enjoy such an arrangement. Before doing so, the student should carefully examine the guarantees offered.

## 2) Cover provided by the host organization.

By ticking the appropriate box, the host organization states whether local health cover is provided based on local regulations:

- YES (this cover complements French student health cover while abroad)
- NO (health cover remains entirely that of the French student health cover while abroad)

If neither box is ticked, 6.3 1) applies.

## **6.4 Protection against industrial accident incurred by the student abroad :**

1) To benefit from French legislation covering industrial accidents, the placement must comply with the following :

- the placement must not exceed 12 calendar months, extensions included.
- it must not benefit from any remuneration which offers cover against industrial accident in the foreign country (a payment or gratuity is permitted as long as it does not go above 12.5% of the hourly ceiling for a 35 hour week and with the prior agreement of the Caisse Primaire d'Assurance Maladie).
- it must take place exclusively within the host organization, signatory to the present agreement.
- it must take place exclusively within the country mentioned.

Should these conditions not be met, the host organization undertakes to take out cover for the student and to complete all formalities in the case of an industrial accident.

2) The onus for declaring an industrial accident falls upon the establishment which must be informed in writing within 48 hours by the host organization.

3) Protection covers the following accidents:

- Those occurring on the premises of the placement and during the prescribed hours.
- On the normal two-way journey between the student's residence and the location of the placement on foreign territory.

- On the two-way journey between the student's home address in France and his/her address abroad.
- During an assignment entrusted by the host organization duly defined and recorded.

4) Should any one of the conditions outlined in 6.4 1 not be fulfilled, the host organization undertakes by the present agreement to take out cover for the student against industrial accident, travelling accident, work illnesses and to ensure all due declarations.

5) In all eventualities,

- If the student incurs an industrial accident during the placement, the establishment must be informed by the host organization.
- If the student carries out limited assignments outside the host organization or outside the country of the placement, the host organization must take a necessary measures to provide all appropriate cover.

### **Article 7 : Third party insurance**

The host organization and the student both certify that they are covered by third party insurance.

Whatever the nature of the placement and the country concerned, the student undertakes to obtain insurance for emergencies (repatriation for health reasons, legal assistance etc.) and an individual accident insurance policy.

When the host organization provides the student with a vehicle, he/she must verify beforehand that the insurance policy covers use by a foreign student.

If, during the placement, the student uses his/her own vehicle or one lent by a third party, the insurance company must be duly informed of the use the vehicle is put to and any additional premium fully settled.

### **Article 8 : Discipline**

During the placement, the student is subject to the discipline and rules and regulations of the host organization, above all with respect to the hours, hygiene and safety procedures in force within the organization.

The host organization alone has the responsibility for any disciplinary measures to be taken. In such cases, the organization informs the establishment of the misconduct in question, providing evidence when applicable. If the misconduct is particularly serious, the host organization reserves the right to terminate the student's placement in compliance with the stipulations in article 9 of the present agreement.

### **Article 9 : Absence and placement interruption**

Any difficulty arising in the course of the internship must be brought to the attention of all concerned in order to resolve the issue as quickly as possible.

### **Temporary interruption :**

During the placement, the student can benefit from holidays in line with the legislation of the country concerned subject to the agreement of the host organization and the completion of the length of the placement.

For any other temporary interruption (illness, maternity, unjustified absence...) the host organization will inform the person in charge of the establishment in writing.

### **Permanent interruption :**

**Should any one of the three parties (the host organization, the higher education institution, the student) wish to put a permanent end to the placement**, the other two parties must be immediately informed in writing. The reasons put forward will be closely examined by all parties. The final decision will only be taken once the consultation procedure has been completed.

### **Article 10 : Discretion and confidentiality**

Confidentiality is an absolute imperative. Consequently, the student undertakes to never use, under any circumstances, the information gathered or obtained with a view to publication (including the placement report) or communication to others without the prior agreement of the host organization. This undertaking covers the duration of the placement itself and all time thereafter. The student undertakes not to keep, remove or copy any document or software of any kind whatsoever belonging to the host organization without the latter's full consent.

*N.B. Regarding confidential information featuring in the report, the host organization can require the student or the person in charge of the placement in the establishment to limit its circulation and even remove those elements deemed highly confidential. Any person led to have cognizance of such elements is bound by secrecy to neither use nor to divulge information contained in the report.*

### **Article 11 Intellectual property**

In accordance with the Code of Intellectual Property, if the student's experience gives rise to a work covered by copyright or commercial property (including software), if the host organization wishes to use it and the student agrees, a contract must be signed between the student and the organization.

**The contract should specify in particular the extent of the rights handed over, any exclusivity, intended audience, the medium used and the duration of the transfer of rights as well as, should the case arise, the amount of remuneration owed to the student for such a transfer of rights.**

### **Article 12 : Recruitment**

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 establishment. It is imperative that the establishment should be informed before any such signature takes place



### **Article 13: 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 (annex) to be returned to the higher education institution.

On completion of the placement, the student must specify the nature of the tasks undertaken, with the possible addition of an annex. If necessary, outline the placement's validation process:

*The trainee will be evaluated according to procedures described in the attached sheet "Placement follow-up". This annex sheet must be signed by the intern, his / her tutor in the company and his / her teacher.*

*The validation of the training agreement involves acceptance by the various parties of the annex on internship evaluation.*

Number of ECTS credits : 1.5

**Assessing the quality of the course: After completing the internship, the three interested parties are invited to make an assessment on the quality of the organization. The tutor from the host organization or any other of its members having to go to the higher education institution to discuss the preparation, progress and validation of the placement cannot claim any expenses or remuneration from the institution. Additional clauses to the agreement can be envisaged should the host organization and the student seek to extend the placement. Under no circumstances can the final date of the placement be later than September 30th of the relevant year.**

### **Article 14 : Legal authority governing disputes**

The present agreement is subject exclusively to French law. Any dispute not settled amicably between the parties will be brought before the competent French judicial authorities.

<p><b>On behalf of the President of the Nice Sophia Antipolis University</b></p> <p><b>Ms Frédérique Vidal</b></p> <p>The</p>	<p><b>On behalf of the Director of Polytech'Nice-Sophia Antipolis</b></p> <p><b>M Philippe Gourbesville</b></p> <p>The</p>
<p><b>On behalf of Host organization</b></p> <p><b>{{GenreDirEnt_EN}}                      {{NomDirEnt}} {{PrenomDirEnt}}</b></p> <p><b>The</b></p>	<p><b>The student</b></p> <p><b>{{GenreEtu_EN}} {{PrenomEtu}} {{NomEtu}}</b></p> <p>The</p>
<p><b>VISAS:</b></p> <p><b>Person in charge of the student - Host organisation</b></p> <p><b>{{GenreEncadreur_EN}} {{PrenomEncadreur}} {{NomEncadreur}}</b></p> <p><b>The</b></p>	<p><b>Person in charge of the student - Teacher</b></p> <p><b>{{GenreEnsResp_EN}} {{PrenomEnsResp}} {{NomEnsResp}}</b></p> <p><b>The October 29, 2013</b></p>

*Annex to be provided by the student: certificate of third party insurance, Evaluation - assessment*