



Academic year: 2020-2021
Student internship agreement

Nota : pour faciliter la lecture du document, les mots « stagiaire », « enseignant référent », « tuteur de stage », « représentant légal », « étudiant » sont utilisés au masculin

1 - L'ÉTABLISSEMENT D'ENSEIGNEMENT
Name : ÉCOLE SPÉCIALE D'ARCHITECTURE DE PARIS
Address : 254 BOULEVARD RASPAIL / 75014 PARIS
2 - THE HOST ORGANIZATION
Name :
Address :
Represented by (name of the signatory of the agreement)
Quality of representative:
Department in which the internship will be carried out:
e-mail :
Place of internship (if different of the host organization)

3 - THE INTERN
Name :
First name :
Sex : F M
Born on: / /
Address :
e-mail :
LEVEL OF STUDY / INTERNSHIP TOPIC:
Semester :
1st year: site internship or worker internship
2nd year: internship in an architecture agency
3rd year: internship in BET, NGO, any other structure related to architecture, town planning or landscape
4th year: six-week internship, depending on the specific course of the student (NGO, foundation, agency, association etc.)
5th year: four-month internship, depending on the specific course of the student

SUBJECT OF INTERNSHIP
DATES: FROM To
REPRESENTING A TOTAL DURATION OF (NUMBER OF WEEKS / MONTHS (CROSS OUT WHERE APPLICABLE)
AND CORRESPONDING TO DAYS OF ACTUAL PRESENCE IN THE HOST ORGANIZATION.
DISTRIBUTION IF DISCONTINUOUS PRESENCE: NUMBER OF HOURS PER WEEK OR NUMBER OF HOURS PER DAY (CROSS OUT WHERE APPLICABLE).
COMMENT:

SUPERVISION OF THE INTERN BY THE EDUCATIONAL INSTITUTION
NAME AND FIRST NAME OF THE REFERENT TEACHER:
FUNCTION (OR DISCIPLINE):
EMAIL:
SUPERVISION OF THE INTERN BY THE HOST
Name of the representative :
Quality :
e-mail :

Primary health insurance fund to be contacted in the event of an accident (place of residence of the trainee with some exceptions):

Having regard to the social security code and in particular articles L. 242-4-1, L. 412-8 and D. 242-2-1;

Having regard to the labor code and in particular its articles L. 1221-13 and D. 1221-23 and following;

Having regard to the Study Regulations of the Special School of Architecture adopted on March 29, 2019 by the Board of Directors, and in particular its Article III.1;

Having regard to the ESA Business Resumption Plan, adopted on August 27, 2020;

The parties intend to submit the contract to French law

Prerequisite:

Internships abroad: Given the exceptional circumstances due to the Covid 19 pandemic, it is understood between the parties that they will have verified beforehand that: - If the internship takes place face-to-face, specific repatriation insurance is taken out by the intern for the return, in the event of confinement or other circumstances making it impossible to continue the internship. - The missions entrusted to the trainee are suitable for face-to-face and / or remote work and that they have the appropriate equipment. The tutors check the possibility of use by the parties of adequate communication tools. The internship can only be carried out face-to-face in strict compliance with any applicable hygiene, safety and health provisions applicable to the host organization. It is understood between the parties that in the event of confinement, the internship will automatically switch to a remote internship or be the subject of a suspension by amendment if the remote internship is not possible, in addition to the repatriation arrangements.

The trainee hereby agrees to report himself before his departure on ARIANE : <https://pastel.diplomatie.gouv.fr/fildariane/dyn/public/login.html>

The trainee infected with Covid19 during his internship must comply with the conditions prescribed in the host country, in particular in terms of quarantine. The educational institution cannot be required to repatriate the trainee. A medical examination will be automatically organized for all students exposed to a risk during their internship.

Contact of preventive medicine: _____

Contact in case of emergency: (other than the intern): _____

Article 1 - Purpose of the agreement
 This agreement governs the relations of the host organization with the educational institution and the trainee.

Article 2 - Objective of the internship
 The internship corresponds to a temporary period of setting up in a professional environment during which the intern acquires professional skills and implements the achievements of his training with a view to obtaining a diploma or certification and promote professional integration. The trainee is entrusted with one or more missions in accordance with the educational project defined by his educational institution and approved by the host organization; This internship, part of the educational curriculum of the School, allows the student to put into practice their acquired skills in a professional situation, to develop their skills and participate in the construction of their professional project. This temporary period of professional development is linked to obtaining a diploma or certification with a view to professional integration. The purpose of the internship is established by mutual agreement between the Organization and the School, depending on the general program of the School and the student's specialization. Any substantial modification of the purpose of the internship requires the agreement of the School.
 The educational objectives of the internship are as follows:

- 1st year :
 - o Awareness of the reality on the ground and the difficulties encountered by companies in carrying out projects;
 - o Awareness of professional life in the chosen profession;
 - o Awareness of the issues in inter-company communication and with project management;
 - o A "best practice" approach and implementation techniques;
 - o An awareness of the site schedules to be respected.

- 2nd year :
 - o Understanding of the place of IT in architectural production;
 - o Awareness of belonging to a project team as well as the internal regulations of a professional establishment;
 - o Awareness of the planning of an architectural approach;
 - o Awareness of the archiving of project elements;
 - o Awareness of the presentation of a project.

- 3rd year :
 - o Initiation to the application of regulations (PMR, SSI, RT, Labor Code etc.);
 - o Awareness of the project methodology;
 - o Awareness of the methods of communication with other stakeholders in a professional process;
 - o Awareness of the modalities of a professional meeting with the other stakeholders in a project.

- 4th year and 5th year:
 - o Assume responsibility within the host establishment;
 - o Discover the application of the skills acquired during the first cycle and or in post-graduate perspectives;
 - o Awareness of the future of the chosen path in the world of work. The intern must also prepare a provisional career plan in this environment which he will present in his internship report;
 - o Awareness of the internal and external functioning of the establishment (work organization, production and action methods, marketing or seeking financial support, network development);
 - o Discover the respective texts, regulations, associations and legal entities of public law established by law (eg: artists' house for perspectivists etc.);
 - o Encouraging international mobility, in particular within the framework of European Union programs.

TASKS GIVEN :

SKILLS TO ACQUIRE OR TO DEVELOP :

Article 3 – Terms of the internship
 The weekly duration of the trainee's presence in the place(s) designated in the header will be hours on a full-time / part time basis (cross out the unnecessary mention),
 It's forbidden to entrust the trainee with tasks dangerous to his health or safety.
 If the trainee must be present in the host organization and / or in the place designated in the header at night, on Sunday or on a public holiday / specify the specific cases.....
 If the trainee is alternately present in the host organization and / or carries out his activity entirely or partially at a distance, specify the terms below :

Article 4 – Reception and supervision of the intern
 The intern is supervised by the referent teacher designated in this agreement as well as by the department of the institution in charge of internships. The internship tutor designated by the host organization in this agreement is responsible for monitoring the intern and optimizing the conditions for carrying out the internship in accordance with the pedagogical stipulations defined.

Supervision arrangements by the School: telephone appointments, contact by email, on-site appointments if necessary.

If the sanitary conditions allow it : on the one hand, the trainee is authorized to return to his educational establishment during the internship to follow courses explicitly requested by the program, or to participate in meetings (the dates are brought to the attention of the host organization by the establishment), on the other hand, the host organization may authorize the intern to travel, except for internship abroad.

Any difficulty that arises in carrying out and running the internship, wether noted by the intern, or by the internship tutor, must be brought to the attention of referent teacher and the educational institution in order to be resolved as quickly as possible.

Article 5 - Gratuity - Benefits
 In France, when the duration of the internship is greater than 308 consecutive hours or not, it is obligatorily the subject of a bonus, except in the case of special rules applicable in certain French overseas communities and for internships falling under article L4381-1 of the public health code.
 The hourly amount of the bonus is set at 15% of the hourly social security ceiling defined in application of Article L.241-3 of the Social Security Code. A branch convention or professional agreement may define an amount greater than this rate.
 The gratuity owed by a body governed by public law cannot be combined with remuneration paid by this same body during the period concerned.
 The gratuity is due without prejudice to the reimbursement of the costs incurred by the trainee to carry out his internship and the benefits offered, if any, for meals, accommodation and transport.
 The organization may decide to pay a bonus for internships the duration of which is less than or equal to two months.
 In the event of suspension or termination of this agreement, the amount of the gratuity due to the intern is prorated according to the duration of the internship carried out.
 The duration giving entitlement to a bonus is assessed taking into account this agreement and any amendments thereto, as well as the number of days of actual presence of the trainee in the location (s) indicated.

THE AMOUNT OF THE GRATIFICATION is fixed at € per hour / day / month (cross out unnecessary mentions).

Article 5 bis - TRAINING IN FRANCE

Access to employee rights - Benefits (Private law body in France except in the case of special rules applicable in certain French overseas communities):

The trainee benefits from the protections and rights mentioned in articles L.1121-1, L.1152-1 and L.1153-1 of the labor code, under the same conditions as employees.

The trainee has access to the company restaurant or to the meal vouchers provided for in Article L.3262-1 of the Labor Code, under the same conditions as the employees of the host organization. It also benefits from the payment of transport costs provided for in Article L.3261-2 of the same code.

The trainee has access to the social and cultural activities mentioned in Article L.2323-83 of the Labor Code under the same conditions as employees.

The host organization undertakes to comply with any national or sectoral health guidelines.

OTHER BENEFITS GRANTED:

.....

Article 5ter - INTERNSHIPS IN FRANCE Access to agents' rights - Benefits (Body governed by public law in France except in the case of special rules applicable in certain French overseas communities):

The journeys made by the trainee of a body governed by public law between their home and their place of training are covered under the conditions set by decree n ° 2010-676 of June 21, 2010 instituting partial payment of the price of season tickets corresponding to trips made by public officials between their usual residence and their place of work.

The trainee hosted by a body governed by public law and who performs a mission in this context benefits from the payment of his temporary travel expenses according to the regulations in force.

The place (s) of the internship indicated in this agreement is considered to be his administrative residence.

OTHER BENEFITS GRANTED:

.....

Article 6 - Social protection scheme (sickness and accidents)
During the internship, the intern remains affiliated to his previous Social Security scheme. He must check his health coverage conditions and provide a certificate of coverage to his educational establishment when signing the internship agreement and in any case before departure.

6-1 Gratuity of a maximum amount of 15% of the hourly social security ceiling - protection by France (see conditions in article 6.4)
The gratuity is not subject to social contributions.

The trainee benefits from the legislation on work accidents under Article L.412-8 2 ° of the Social Security Code
In the event of an accident or occupational disease occurring to the trainee either during activities in the organization, or during the journey, or at the places made useful for the needs of the internship, the host organization sends the declaration to the Caisse Primaire d'Assurance Maladie or the competent fund (see address on page 1), mentioning the educational establishment as the employer, with a copy to the educational establishment.

6.2 - Gratuity greater than 15% of the hourly social security ceiling: THE INTERN IS NOT COVERED BY FRANCE FOR INTERNSHIPS ABROAD WITH GREATER GRATIFICATION THAN THE LEGAL CEILING

Social security contributions are calculated on the differential between the amount of the bonus and 15% of the hourly social security ceiling.
The student benefits from legal coverage in accordance with the provisions of Articles L.411-1 et seq. Of the Social Security Code. In the event of an accident occurring to the trainee either during activities in the organization, or during the journey, or on places made useful for the needs of his internship, the host organization takes all the necessary steps with the Primary Health Insurance Fund and informs the establishment as soon as possible.

6.3 Sickness protection for the intern abroad:

- For internships within the European Economic Area (EEA) carried out by students of nationality of a member country of the European Union, the student must apply for the European Health Insurance Card (EHIC).

1) Protection from the French regime:

- For internships carried out in Quebec by students of French nationality, the student must request form SE401Q (104 for internships in a company, 106 for internships in university).

- In all other cases:

Trainees who incur health costs abroad can be reimbursed from the mutual fund which acts as their student Social Security Fund, upon return, and upon presentation of supporting documents: reimbursement is then made on the basis of the French treatment rates, significant differences may exist.

° It is therefore strongly recommended that the intern take out specific complementary health insurance, valid for the country and the duration of the internship, with the host organization of their choice (student mutual, parents' mutual, private ad hoc company, etc.).

° Exception: if the host organization provides the trainee with Sickness coverage under the provisions of local law (see 2 below), then the intern can choose to benefit from this local Sickness coverage. Before making such a choice, he will check the scope of the guarantees offered.

2) Protection from the host organization:

By checking the appropriate box, the host organization indicates below whether it is providing Sickness protection to the intern, under local law:

YES (this is in addition to the maintenance, abroad, of rights under the French regime)

NO (protection then derives exclusively from the maintenance, abroad, of rights under the French regime)

If no box is checked, 6.3 1 / applies.

6.4 Work accident protection for the trainee abroad:

1) To be able to benefit from French legislation on occupational accident cover, this internship must:

2) Be of a duration of at most 12 months.

3) Do not give rise to any remuneration likely to give rise to rights to work accident protection in the foreign country

4) Take place exclusively in the host organization party to this agreement.

5) Take place exclusively in the foreign country mentioned.

When the conditions are not met, the host organization undertakes to contribute to the protection of the intern and to make the necessary declarations in the event of a work accident.

6) The declaration of work accidents is the responsibility of the establishment, which must be informed by the host organization in writing within 48 hours. Any interruption of the internship is reported to the other parties to the agreement

and the referent teacher. A validation procedure is put in place, if necessary, by the establishment. If the parties to the agreement agree, a postponement of the end of the internship is possible to allow the completion of the total duration of the internship initially planned. This postponement will be the subject of an amendment to the internship agreement.

An amendment to the agreement may be drawn up in the event of an extension of the internship at the joint request of the host organization and the intern, in compliance with the maximum duration of the internship set by law (924 hours).

7) The cover concerns accidents that have occurred:

- Within the premises of the internship and during internship hours.
- On the usual round trip between the intern's residence on foreign territory and the place of the internship.
- On the return journey (start and end of the internship) from the intern's home located on French territory and the place of residence abroad.
- As part of a mission entrusted by the host organization and necessarily on a mission order.

- In the event that only one of the conditions provided for in point 6.4 1 / is not met, the host organization undertakes by this agreement to cover the trainee against the risk of occupational accident, journey and occupational diseases and to ensure all the necessary declarations.
- in all cases,
- If the student is the victim of a work accident during the internship, the host organization must immediately report this accident to the establishment.
- If the student fulfills limited missions outside the host organization or outside the country of the internship, the host organization must take all the necessary steps to provide him with the appropriate insurance. .

Article 7 - Liability and insurance

The host organization and the trainee declare that they are covered by civil liability

When the host organization makes a vehicle available to the trainee, it is their responsibility to check beforehand that the vehicle's insurance policy covers its use by a student.

When as part of his internship, the student uses his own vehicle or a vehicle loaned by a third party, he expressly declares to the insurer of said vehicle and, where applicable, pays the related premium.

As part of an internship at home, the student who uses his own equipment declares it to his insurer and, where applicable, pays the related premium.

Article 8 - Discipline

The trainee is subject to the discipline and to the clauses of the internal regulations which apply to him and which are brought to his attention before the start of the internship, in particular with regard to the schedules and the rules of hygiene and safety in force in the 'host organization

The intern agrees to report any malfunction in terms of health and safety to his host organization AND to his higher education institution.

Any disciplinary sanction can only be decided by the educational institution. In this case, the host organization informs the referent teacher and the establishment of the shortcomings and possibly provides the constituent elements.

In the event of a particularly serious breach of discipline, the host organization reserves the right to terminate the internship while respecting the provisions set out in Article 9 of this agreement.

Article 9 - Leave - Interruption of the internship

In France (except in the case of special rules applicable in certain French overseas communities or in public law bodies), in the event of pregnancy, paternity or adoption, the trainee benefits from leave and authorizations to " absence of a duration equivalent to that provided for employees in articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37, L.1225-46 of the labor code For internships lasting more than two months and within the limit of the maximum duration of 6 months, leaves or authorizations of absence are possible.

NUMBER OF DAYS OF AUTHORIZED LEAVE / or terms of leave and authorizations of absence during the internship:
.....

For any other temporary interruption of the internship (illness, unjustified absence, etc.) the host organization notifies the educational establishment by email.5). The tutor of the host organization or any member of the host organization called upon to visit the educational institution as part of the preparation, conduct and validation of the internship cannot claim a any support or compensation from the educational establishment.

Article 10 - Duty of secrecy and confidentiality

The duty of reserve is absolute and appreciated by the host organization given its specificities.

The trainee therefore undertakes to never use the information collected or obtained by them for publication or communication to third parties without the prior agreement of the host organization, including the internship report. This commitment is valid not only for the duration of the internship but also after its expiry. The trainee undertakes not to keep, take away or make a copy of any document or software of any kind belonging to the host organization, except with the latter's agreement.

Within the framework of the confidentiality of the information contained in the internship report, the host organization may request a restriction on the distribution of the report, or even the withdrawal of certain confidential elements. Those who come to know about it are bound by professional secrecy not to use or disclose the information in the report.

Article 11 - Intellectual property

In France, in accordance with the intellectual property code, in the event that the intern's activities give rise to the creation of a work protected by copyright or industrial property (including software), if the organization host wishes to use it and that the intern agrees, a contract must be signed between the intern (author) and the host organization.

The contract will then have to specify in particular the extent of the transferred rights, the possible exclusivity, the destination, the supports used and the duration of the transfer, as well as, if applicable, the amount of the remuneration due to the trainee under the assignment. This clause applies regardless of the status of the host organization

Article 12 - End of internship - Report - Evaluation

1) Internship certificate: at the end of the internship, the host organization issues a certificate, the model of which is appended, mentioning at least the actual duration of the internship and, where applicable, the amount of the bonus perceived. The trainee must produce this certificate in support of his possible request for the opening of rights to the general old-age insurance scheme provided for in art. L.351-17 of the Social Security Code

2) Quality of the internship: at the end of the internship, the parties to this agreement are invited to make an assessment of the quality of the internship. The trainee submits a document to the ESA Traineeships Office in which he assesses the quality of the reception he has received within the host organization. This document is not taken into account in its assessment or in obtaining the diploma or certification.

3) Evaluation of the trainee's activity: at the end of the internship, the host organization fills in an evaluation sheet of the trainee's activity which he returns to the referent teacher.

4) Pedagogical evaluation methods: the trainee must (specify the nature of the work to be provided - report, etc. - possibly by attaching an annex)
.....

NUMBER OF ECTS (if applicable):
.....

5) The tutor of the host organization or any member of the host organization called upon to visit the educational institution as part of the preparation, conduct and validation of the internship cannot claim to any support or compensation from the educational establishment.

Article 13 - Applicable law - Competent courts

This agreement is governed exclusively by French law. Any dispute not resolved amicably will be submitted to the jurisdiction of the competent French court.

DATED AT _____ **ON** _____

L'ÉCOLE SPÉCIALE D'ARCHITECTURE,
Director, François BOUVARD,

HOST ORGANIZATION,
Name and signature of the representative

THE INTERN, (his legal representative if applicable),
Name and signature

Intern's educational advisor,
Name and signature

Internship tutor in the host organization,
Name and signature