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Academic Year : 2019-2020

WORK PLACEMENT AGREEMENT (Abroad and Pom) between

THE SENDING INSTITUTION (Referred to as « The School »)

CY Cergy Paris Université
2 boulevard Lucien Favre
CS 77563
64075 PAU Cedex - FRANCE
☎ : +33 5 59 05 90 90

Représenté par :
Monsieur Radjesvarane ALEXANDRE – Directeur Général CY Tech

Le stage sera opéré par CY Tech, la Grande Ecole d'Ingénieurs de CY Cergy Paris Université

THE HOST ORGANISATION (Referred to as « The Organisation »)

Name : _____
Adress : _____
ZIP Code : _____
City : _____
Country : _____
☎ : _____
Location of placement (if different) :

Represented by (Name, Function of the signatory) :

Email : _____

THE TRAINEE

First Name : _____ Name: _____ Sex : F M Born on: _____
Adress : _____

ZIP code : _____ City : _____
☎ : _____ email : _____
The student's french securite sociale number : _____

TITLE OF THE PROGRAM REGISTERED AT : ENGINEERING CURRICULUM – MATHEMATICS TRACK – 1st YEAR (L3) 770 HEURES

TITLE OF WORK PLACEMENT :

Title : _____
Sart date _____ End date _____
Duration : _____ weeks or months (underline) which corresponding to _____ days of presence,
If discontinuous presence required : _____ hours per week or per day (remove the useless phrase).
Comments: _____

EISTI ACADEMIC TUTOR OR SUPERVISOR

First Name, Surname:
.....
Function :
☎ :
email :

ORGANISATION SUPERVISOR

First Name, Surname: _____

Function : _____
☎ : _____
email : _____

Contact primary health insurance in case of an accident (at the trainee's home insurance) :

Article 1 : Objective of work placement agreement

The following agreement regulates the relationship between the Organisation, the School and the Trainee.

Article 2 : Objectives of placement

The main purpose of this work placement is for the Trainee to apply in a practical way his/her academic knowledge to develop new skills and to consolidate his/her careers path.

The subject of the placement should be mutually agreed upon by all parties and should take into consideration the syllabus of the School and the Trainee's curricula. Any important change in the subject of the placement should meet with the approval of the School and the Trainee.

Description of the work placement :

SKILLS TO BE ACQUIRED OR DEVELOPED:

PROGRAMMING – UNDERSTAND THE COMPANY AND ITS OPERATION

Article 3 : Conditions of placement

The trainee will be required to be present at the workplace for a maximum of _____ hours per week on full time/part time basis (underline)

Details of special circumstances where the trainee is required to be present at the workplace at night, on Sundays or on public holidays should be outlined here :

Article 4 : Status of trainee – Conditions of supervision

The Trainee shall remain a student of the School throughout the entire period of the work placement and will be monitored by the School.

The organisation shall appoint an organisation Supervisor who will provide technical supervision and ensure the placement is carried out under optimum conditions in accordance with academic requirements.

If the Trainee is required to return to School during the Placement to attend classes or participate in meetings the School should duly inform the organisation of the dates.

The Trainee or the organisation supervisor should report any difficulty that arises throughout the period of the placement to CY Tech academic supervisor and the School to be solved as quickly as possible.

COMMUNICATION METHODS : Email, phone call, skype conference

Article 5 : Discipline

The Trainee shall comply with the rules and regulations and code of conduct which will be communicated to him/her by the organisation before the start date of the placement, and in particular with hours of work and organisation health, safety and hygiene guidelines throughout the period of the placement.

Only the School can take disciplinary action against the Trainee. Any case of misconduct should be reported by the organisation to the School and supported by evidence.

The organisation may terminate the Placement prematurely in case of gross misconduct on the part of the Trainee in compliance with article 9 of the present agreement.

Article 6 : Remuneration – Compensation and benefits

The trainee may receive compensations.

The amount of this compensation is set at _____ (gross) permonth.

The terms of payment are as follows : _____

If the trainee receives fringe benefits or benefits in kind (e.g. free meals, etc.), the corresponding amount should be added to the monthly compensation before comparison to the 15 % of the monthly ceiling of the Social Security for a statutory 35-hour working week. Travel and living expenses incurred by the Trainee on official business at the Organisation's request, as well as any training costs pertaining to the Placement shall be incurred by the Organisation in accordance with the Organisation's normal practice and terms.

Details of fringe benefits and benefits in kind :

Article 7 : Social security

Throughout the Placement, the Trainee continues to benefit from student status under French Sécurité Sociale coverage, regardless of any other conditions acquired during the Placement.

Internships abroad must be notified to social security for agreement, before departure.

The following clauses are applicable provided they conform to the laws in force in the country where the organisation is.

7.1 : Health and sickness coverage for placements abroad

7.1.1 : Coverage from french student status

Wherever applicable the Trainee should complete the form requesting the extension of existing health and sickness coverage abroad:

- For Placements undertaken by nationals of the European Economic Community in the European Economic Area, Trainees must be in possession of a valid European Health Insurance Card (CEAM, Carte Européenne d'Assurance Maladie).
- For Placements undertaken in Quebec by French nationals, Trainees should be in possession of form SE401Q (104 for placements undertaken in companies; 106 for placements undertaken in universities).

In all other cases:

Trainees who incur medical costs abroad can be reimbursed by the mutual insurance organisation that handles their student French Sécurité Sociale health and sickness cover upon their return by providing receipts of costs incurred. The amount of the reimbursement is calculated on the basis of standard French rates. Important differences may exist between the costs paid and the reimbursement received.

- Therefore the Trainees must take out complementary medical insurance with an organisation of their choice (e.g. student or other mutual insurance organisation, ad hoc private insurance Organisation, etc.) to fully cover their stay in the foreign country,
- Exceptions: if the Organisation provides the Trainee with statutory local medical insurance coverage (see 2 below), the Trainee may choose to benefit from it. However, the Trainee should carefully consider the extent of the coverage provided before making his/her choice

7.1.2 : Coverage provided by the organisation

The organisation should tick the appropriate box below to indicate whether it will provide health and sickness medical cover for the trainee, in accordance with local regulations

- YES : This coverage will complement rights and benefits provided by french student sécurité sociale coverage
- NO: The trainee will only be covered by the extension of existing french health and sickness cover abroad

If no box is ticked, 7.1.1 is applicable.

7.2 : Insurance coverage for industrial accidents in the workplace for trainees abroad

7.2.1 : In order to benefit from french legislation

To benefit from french legislation on industrial accidents in the workplace, the placement :

- Should not exceed 6 months, including all extensions,
- Should not include any form of remuneration entitling the Trainee to workplace accident insurance in the foreign country (compensation or gratuities not exceeding 15 % of the ceiling of the French Sécurité social for a statutory 35-hour working week under condition of obtaining the agreement of CPAM),
- Should take place exclusively within the Organisation designated in this agreement,
- Should take place exclusively in the foreign country mentioned in this agreement.

Whenever the required conditions are not fulfilled, the Organisation undertakes to subscribe to all necessary policies to ensure the protection and coverage of the Trainee, and to make all necessary declarations in case of an accident in the workplace.

7.2.2 : Notification for accidents in the workplace:

Notification of accidents in the workplace is the responsibility of the school. The organisation must inform the school in writing no later than 48 hours after the accident. If the school is closed, the company shall send (via post mail) the notification within 48 hours to :

Elève Campus PAU :
Caisse Primaire d'Assurance Maladie Pau Pyrénées
26 bis avenue des Lilas
64000 PAU
France

7.2.3 : Coverage for accidents in the workplace includes accidents that occur:

- Within the perimeter of the place of work and during the hours of work,
- On the inward or outward journey between the Trainee's place of residence and place of work abroad,
- On the inward or outward journey between the Trainee's normal place of residence in France and the place of his/her Placement abroad,
- On an external assignment entrusted to the Trainee by the Organisation and covered by an Organisation authorisation.

7.2.4 If anyone of the conditions outlined in paragraph 7.2.1

is not fulfilled the Organisation undertakes to ensure the protection and coverage of the Trainee, and to make all necessary notifications and declarations in case of industrial accidents.

7.2.5 Under all circumstances

-The organisation must immediately notify the School if the Trainee suffers an accident in the workplace during the Placement,

-The organisation should provide full insurance coverage for the Trainee if he/she is required to undertake assignments outside the perimeter of the place of work or in any other country.

Article 8 : Civil liability and insurance

The Organisation and Trainee declare they are in possession of a valid civil liability insurance policy.

The Trainee undertakes to take out an insurance policy covering personal injury, property damage, repatriation and providing legal assistance, etc.

If the Organisation puts a motor vehicle at the disposal of the Trainee, it should ascertain that the insurance policy for the vehicle covers its use by the Trainee.

If the Trainee uses his/her own vehicle or a vehicle loaned by a third party for the purpose of his/her Placement, he/she should declare this to the insurer of the vehicle and pay any supplementary insurance cover.

Article 9 : Vacation – Termination of placement

During the placement, the Trainee may be granted leave of absence in agreement with the Organisation and provided that the duration of the placement period is completed eventually. Both parties will therefore sign an addendum to the agreement. Any other temporary absence (sickness, maternity, unjustified absence ...) during the placement must be reported to the School by the Organisation in writing.

Article 10 : Secrecy and confidentiality

Absolute confidentiality must be observed at all times.

The Trainee undertakes that under no circumstance shall he/she publish any information about the Organisation or divulge this information to a third party without the prior agreement of the Organisation. This condition also applies to the Work Placement Report.

The Trainee undertakes not to remove or keep any document or or software of whatever nature belonging to the Organisation without its consent.

The Organisation reserves the right to restrict the circulation or the Work Placement Report or to request the removal of restricted or confidential information from the Report in the interests of confidentiality. All persons who read the report in the line of their professional duty shall equally observe professional confidentiality and shall not divulge information contained therein.

Article 11 : Intellectual property

In the event that the trainee's work results in a work which is to be protected by copyright or industrial property (software included), and if the host establishment wishes to make use of it in agreement with the trainee, a contract must be issued and signed by the trainee and the host establishment.

Also to be specified: the extent of the copyrights, exclusivity, destination, supported materials as well as the duration and, if necessary, the amount of the earnings due to the trainee/student.

Article 12 : Completion of work placement – Report - Evaluation

1) Work Placement Certificate: On completion of the work placement, the Organisation shall issue a certificate of satisfactory completion, mentioning purpose, beginning and end and the duration of the internship.

2) Quality of the work placement : The Trainee will be required to complete an evaluation form of the quality of the placement to be returned to the School. This document has no impact on the final assessment of the work placement or graduation.

3) Work Placement Assessment Form: On completion of the work placement the Organisation shall fill out an assessment form on the Trainee's performance to be returned to the School.

4) Work Placement Report : The Trainee should submit a Work Placement Report in compliance with the academic requirements of the School.

ECTS CREDITS: 6

Article 13 : Applicable law - Jurisdiction

The present Agreement is governed by French law.

Any unresolved conflict shall be settled by the relevant French court entertaining jurisdiction in the matter.

SIGNED AT _____ ON _____

CY Cergy Paris Université

Monsieur Radjesvarane ALEXANDRE – Directeur Général CY Tech

HEAD OF THE ORGANISATION

First name, Surname _____
Signature _____

CY Tech ACADEMIC TUTOR OR SUPERVISOR

First name, Surname _____
Signature _____

ORGANISATION SUPERVISOR

First name, Surname _____
Signature _____

THE TRAINEE

First name, Surname _____
Signature _____

Contact :

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