



Academic year: 2025-2026

*Internship agreement between*

**1 - THE EDUCATIONAL OR TRAINING INSTITUTION**

Name : .....

Address : .....

SIRET : .....

☎ : .....

Represented by (agreement-signing party) :  
.....

Capacity of the representative :  
.....

Department/UFR :  
.....

Telephone: .....

E-mail: .....

Address (if different from that of the institution) :  
.....  
.....

**2 - HOST ORGANISATION**

Name : .....

Address : .....

Country: .....

Represented by (agreement-signing party) :  
.....

Capacity of the representative :  
.....

Department in which the internship will be conducted :  
.....

Telephone: .....

E-mail: .....

Location of internship (if different from that of the organisation) :  
.....  
.....

**3 - THE INTERN**

Last name : ..... First name : ..... Sex: F ☐ M ☐ Date of Birth : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address : .....  
.....

Telephone : ..... E-mail: .....

TITLE OF INTERNSHIP OR TRAINING COURSE TAKEN AT THE INSTITUTION OF HIGHER EDUCATION, AND HOUR VOLUME (ANNUAL OR HALF-YEARLY):

.....

**SUBJECT OF INTERNSHIP** .....

Dates: From ..... To .....

Representing a **total duration** of ..... per ..... ( specify per Number of hours/days/weeks/months)

Corresponding to ..... days actually present at the host organisation

and corresponding to ..... actual hours of attendance at the host organisation

Distribution, in case of intermittent attendance : ..... hours per..... ( Specify per week or hours/ per day)

Comments : .....

Each period equal to at least seven hours of presence, whether consecutive or not, is considered to be a day, and each period of at least 22 days of presence, whether consecutive or not, is considered to be a month (art. D124-6 Education Code).

**SUPERVISION OF INTERN BY THE EDUCATIONAL INSTITUTION**

Full name of academic advisor :

.....

Position (or discipline) : .....

☎ ..... E-mail: .....

**SUPERVISION OF INTERN BY THE HOST ORGANISATION**

Full name of training supervisor :

.....

Position : .....

☎ ..... E-mail: .....

The Educational or Training Institution, the Host Organization, and the Intern are hereinafter collectively referred to as 'the Parties'

**CONTACTS**

Primary health insurance agency to contact in case of accident (in intern's place of residence, unless otherwise specified):

.....

Preventive medicine service of the educational institution (if applicable).....

Contact in the event of conflict (mediator, conciliator, etc.).....

**Article 1 - Purpose of the Agreement**

This Agreement governs the host organisation's relationship with the educational institution and the intern.

**Article 2 - Objective of Internship**

The internship is a temporary period of work in a professional environment, where the student will acquire professional skills and put into practice the knowledge gained from their education in view of earning a diploma or certificate and facilitating their access to employment. The intern will be given one or more tasks in line with the educational plan established by the educational institution and approved by the host organisation.

The educational institution and the host organisation will establish the schedule based on the general training programme being offered.

ACTIVITIES ASSIGNED: .....

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.....

SKILLS TO BE ACQUIRED OR DEVELOPED:

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.....

.....

### **Article 3 - Terms of Internship**

The weekly duration of the intern's presence at the host organisation will be ..... hours.

If the intern's presence at the host organisation is to be required at night, on Sundays, or during a public holiday, specify these specific circumstances:

.....

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.....

.....

### **Article 4 - Intern hosting and supervision**

The intern will be supervised by their academic advisor, as designated in this agreement, as well as by the institution's internship programme office.

The internship supervisor appointed by the host organisation in this Agreement shall be responsible for supervising the intern and ensuring optimal conditions for the execution of the internship in accordance with the specified educational requirements.

The intern shall be permitted to return to their educational institution during the internship period in order to take the courses specifically required by the programme, or to attend meetings; the institution shall notify the host organisation of the corresponding dates.

The host organisation may permit the intern to travel.

Any difficulties encountered in the execution and progress of the internship,

whether observed by the intern or by the internship supervisor, must be brought to the attention of the academic advisor and the educational institution so that the issue can be resolved as quickly as possible. The hosting organisation must not assign dangerous tasks to the intern.

SUPERVISORY PROCEDURES (visits, scheduled telephone calls, etc.)

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### **Article 5 - Stipend - Benefits**

Abroad, local rules for stipends or remuneration apply.

When the internship takes place in France and lasts more than two months, whether consecutive or not, it is obligatorily subject to a stipend, except in cases where specific rules apply for certain French foreign communities and for internships covered by article L4381-1 of the public health code. The hourly amount of the stipend is set at 15% of the hourly social security ceiling stipulated in Article L.241-3 of the Social Security Code. A branch or a professional agreement may define an amount higher than this rate. The stipend of a maximum amount of 15% of the hourly social security ceiling is not subject to social security contributions. Beyond that, social security contributions are calculated based on the difference between the amount of the stipend and 15% of the hourly social security ceiling.

Stipends payable by an organisation under public law may not be combined with any remuneration to be paid by the same organisation during the relevant period.

Stipends are payable without prejudice to any reimbursement of expenses incurred by the intern for the purposes of their internship, or any benefits offered for meals, accommodation and transportation.

The hosting organisation may decide to pay a stipend for internships with a duration of two months or less.

In case of a suspension or termination of this agreement, the amount of the stipend due to the intern shall be prorated based on the duration of the internship carried out.

Internship durations qualifying for the payment of a stipend are determined in consideration of this agreement and any amendments thereto, as well as the number of days of the intern's physical presence within the organisation.

THE AMOUNT OF THE STIPEND is set at €..... per.....  
(specify per hour/day/month)

### **5 bis - France - Access to Employee Rights – Benefits**

(Private law organization in France, except for special rules applicable in certain French overseas territories):

The intern benefits from the protections and rights mentioned in Articles L.1121-1, L.1152-1, and L.1153-1 of the French Labor Code, under the same conditions as employees.

The intern has access to the company restaurant or meal vouchers provided for in Article L.3262-1 of the French Labor Code, under the same conditions as employees of the host organization. They also benefit from the coverage of transportation costs provided for in Article L.3261-2 of the same code.

The intern has access to the social and cultural activities mentioned in article L.2312-78 of the Labour Code, under the same conditions as paid employees.

OTHER BENEFITS GRANTED:

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## 5 ter – France - Access to Employee Rights - Benefits

(Public law body in France, except in the case of specific rules applicable in certain French overseas communities):

Travel undertaken by an intern from a public law body between their home and their place of internship is covered under the conditions set out in Decree No. 2023-812 of 21 August 2023, as amended, establishing partial coverage of the cost of travel passes corresponding to travel undertaken by public servants between their usual place of residence and their place of work.

The place of internship indicated in this agreement is considered to be their administrative residence.

Translated with DeepL.com (free version) OTHER BENEFITS GRANTED:

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.....  
.....

## Article 6 - Social Welfare Coverage Framework

During the internship, the intern will benefit from health and accident protection provided that they are covered by a social security scheme and provided that French law applies.

Internships conducted abroad shall be reported to the Social Security administration when required, prior to the intern's departure.

For internships conducted abroad, the following provisions shall apply, subject to compliance with the legislation in effect in the host country and the laws governing the host organisation.

### 6-1 Stipend of a maximum amount of 15% of the hourly social security ceiling

The stipend is not subject to payroll tax. The intern is covered by legislation on workplace accidents under the students' framework set forth in article L.412-8 no. 2 of the Social Security code.

In the event the intern suffers an accident while performing activities at the internship location or locations, when commuting, or on the premises provided for the needs of the internship and for students in medicine, dental surgery, or pharmacy without hospital affiliation during the internship carried out under the conditions provided for under b in section 2e of article L. 412-8, the hosting organisation will send the declaration to the Caisse Primaire d'Assurance Maladie or the competent fund (see address on page 1) mentioning the educational establishment as employer, with a copy for the educational establishment.

### 6.2 Stipend greater than 15% of the social security hourly ceiling

In the event the intern suffers an accident either during activities of the hosting organisation, when commuting, or on the premises provided for the needs of their internship, the hosting organisation will take all the necessary steps together with the Caisse Primaire d'Assurance Maladie and informs the establishment as soon as possible.

### 6.3 - Health Insurance for interns working abroad

#### 1) Coverage originating from the French students' coverage framework

- for internships within the European Economic Area (EEA) conducted by nationals of a State of the European Union or of Norway, Iceland, Liechtenstein or Switzerland, or of any another State (in the latter case this provision shall not apply to internships in Denmark, Norway, Iceland, Liechtenstein or Switzerland), students must apply for a European Health Insurance Card (EHIC).

- for internships conducted in Quebec by students of French nationality, students must request form SE401Q (104 for internships at companies, and 106 for university internships);

- In all other cases, Interns incurring healthcare costs must check the conditions for treatment.

The Intern may take out specific supplementary health insurance, valid for the country and duration of the internship, with an insurance company of their choice or, if applicable, with the Host Organisation if it provides health cover for Interns under local law.

#### 2) Social welfare protection from the host organisation

By checking the appropriate box below, the host organisation indicates whether it provides health insurance coverage to the intern under local law:

☐ YES: This coverage is in addition to the retention abroad of rights granted under French law

☐ NO: Coverage thus exclusively from retention abroad of rights granted under the French student coverage framework).

If neither box is checked, item 6.3-1 shall apply.

### 6.4 Workplace Accident Coverage for interns abroad

1) In order to benefit from French legislation providing coverage for workplace accidents, this internship must:

- have a duration not exceeding six months, including any extensions;

- not result in any remuneration likely to give entitlement to work accident protection in the host country; an allowance or stipend is accepted within the limit of 15% of the hourly social security ceiling (see point 5), and subject to the agreement of the Caisse Primaire d'Assurance Maladie to the request for retention of entitlement

- take place exclusively within the organisation signing this agreement;

- take place exclusively in the abovementioned foreign host country.

When these conditions are not met, the host organisation undertakes to contribute to the intern's welfare protection and make the necessary declarations in case of workplace accidents.

2) The workplace accident statement is the responsibility of the educational institution, which must be informed of such events in writing within 48 hours by the host organisation.

#### 3) Coverage applies to accidents occurring:

• within the internship location and during internship working hours,

• on the normal commute to and from the intern's residence in the foreign nation and the internship location,

- as part of an assignment provided by the intern's host organisation by means of a formal assignment mandate,
- during the first trip from their domicile to their place of residence during the internship (travel on the internship start date),
- during the final return trip from their residence during the internship to their personal domicile.

4) In the event that one of the conditions set forth in section 6.4-1/ is not satisfied, the host organisation commits to cover the intern against risks of workplace accidents, travel accidents, and occupational disease, and provide all the necessary statements of coverage.

#### 5) In all cases:

- if the student is the victim of a workplace accident during their internship, the host organisation must immediately notify the educational institution of the accident;
- if the student performs limited assignments outside of the host organisation or outside of the internship country, the host organisation must take all necessary steps to provide the student with the appropriate insurance.

### **Article 7 - Liability and Insurance**

The host organisation and the intern declare that they possess civil liability coverage.

For internships abroad or in French overseas territories, the intern agrees to take out a travel assistance insurance contract (repatriation for health reasons, legal assistance, etc.) and an individual accident insurance policy.

When the host organisation makes a vehicle available to the intern, it is the host's responsibility to check beforehand that the car's insurance policy includes coverage for its use by a student.

When the student is to use their own vehicle or a vehicle loaned by a third party for the purposes of their internship, they shall expressly inform the insurer of the vehicle and, where applicable, pay the corresponding premium.

### **Article 8 - Discipline**

The intern is subject to the applicable internal disciplinary and regulatory terms, which are brought to their attention prior to the start of the internship, particularly in regard to schedules and to the health and safety regulations in effect at the host organisation.

Disciplinary measures may only be imposed by the educational institution. In such cases, the host organisation shall inform the academic advisor and the institution of the infringements and shall provide any supporting evidence.

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

### **Article 9 - Leave - Internship Interruption**

When the internship takes place in France (except in cases where specific rules apply for certain French foreign communities or bodies governed by public law), in the event of pregnancy, paternity, or adoption, the intern benefits from leave and leave of absence of a duration equivalent to that provided for employees in accordance with articles L.1225-16 à L.1225-28, L.1225-35, L.1225-37, L.1225-46 of the Labour Code.

Time off or leaves of absence are possible for internships lasting more than 2 months but less than 6 months.

NUMBER OF DAYS OF AUTHORISED LEAVE / or terms of time off and leaves of absence during the internship: .....

Any temporary or permanent interruption of the internship will be communicated to the signatories of the agreement.

The host organisation shall notify the educational institution of any other temporary interruption of the internship (illness, unjustified absence, etc.) by mail.

Notice of any interruption of the internship shall be provided to the other parties to the agreement and the academic advisor. A validation procedure shall be implemented by the educational institution as needed.

A postponement of the internship end date is possible, if approved by the parties to the agreement, so as to permit the full duration of the internship as originally planned. This postponement will be the subject of an amendment to the internship agreement.

If a joint request is made by the host organisation and the intern to extend the duration of the internship up to the maximum duration prescribed by law (6 months), an amendment may be made to the agreement.

If any of the three parties (host organisation, intern, educational institution) wish to put an end to the internship, such party must immediately inform the other two parties in writing. The reasons given will be closely examined. The definitive decision to terminate the internship shall be made after this process.

The Host Organisation may only terminate the Agreement in the event of serious breaches that can be attributed to the Intern or in the event of force majeure, in accordance with the aforementioned consultation phase.

### **Article 10 - Duty of non-disclosure and confidentiality**

In the context of the Intern's activity, confidential information is defined as all information and/or data in any form and of any nature whatsoever, including in particular all written or printed documents, samples, models and/or patentable or non-patentable knowledge, disclosed by the Host Organisation and/or the Educational Institution to the Intern (hereinafter referred to as "Confidential Information").

The Party receiving Confidential Information (hereinafter the "Receiving Party") from the other Party (hereinafter the "Disclosing Party") agrees, for the duration of this Agreement and for ten (10) years following the termination or expiry of this Agreement, to ensure that the Confidential Information received from the Disclosing Party:

- is protected and kept strictly confidential and is treated with the same degree of care and protection as is accorded to its own Confidential Information;
- is only disclosed internally to those members of staff who need to know it and is used by them only for the purpose of the internship;
- is not used, in whole or in part, for any purpose other than the internship, without the prior written consent of the Disclosing Party;
- ;

- is not disclosed or likely to be disclosed, either directly or indirectly, to any third party or to any person other than those referred to in point 2 above;
- is not copied, reproduced or duplicated, in whole or in part, unless such copying, reproduction or duplication has been specifically authorised in writing by the Disclosing Party.

All Confidential Information and any reproductions thereof, sent by one Party to the other Party, will remain the property of the Disclosing Party subject to the rights of third parties and will be returned to the Disclosing Party immediately upon request.

The Receiving Party will have no obligation and will not be subject to any restriction with respect to any Confidential Information where it can provide evidence:

- that such information had entered the public domain prior to its disclosure, or thereafter, provided that this was without any fault being attributed to the Receiving Party;
- that such information was already known to the Receiving Party, this prior knowledge being demonstrated by the existence of appropriate documents in its files;
- that such information was received from a third party authorised to disclose it, in a lawful manner, without restrictions or violation of these stipulations;
- that the use or disclosure was authorised in writing by the Disclosing Party;
- that such information was developed independently and in good faith by personnel of the Receiving Party who did not have access to this Confidential Information;
- that such information must be disclosed by law, mandatory regulation, governmental authority, final court decision or arbitration award. In this case, the Receiving Party, being the subject of such a measure, will notify the Disclosing Party as soon as possible, so that the Disclosing Party may, if necessary, take legal steps to oppose the measure or implement any other authorised measure required to protect the Confidential Information. In the latter case, disclosure will be limited to what is strictly necessary to satisfy the relevant request.

Subject to the rights of third parties, the Parties remain the sole and exclusive owners of the usage and property rights relating to their Confidential Information and to copies and/or reproductions thereof. The transmission of Confidential Information will not be considered or construed as granting the Receiving Party any license and/or intellectual property right, or any other right (including commercial) over such Confidential Information or over any inventions or discoveries to which such Confidential Information relates. Nor will it be deemed to constitute a waiver by the Disclosing Party of its right to protect its Confidential Information by patent or by any other intellectual property title or right.

Consequently, each Party undertakes not to file any patent application or other form of intellectual property title or right that includes the Confidential Information of the other Parties.

In the context of the internship report, the Host Organisation may request that the report's distribution be restricted on the grounds of Confidential Information, or that certain Confidential Information be removed

## Article 11 - Intellectual Property

As part of the internship, the Intern may create, alone or in partnership, results, documents, data, methods, inventions, software, or any other work or contribution likely to be the subject of intellectual property rights (hereinafter the "Results").

In accordance with Article L. 113-9 of the French Intellectual Property Code, when software and its documentation are created by the Intern during the course of their duties or following the Host Organisation's instructions, the economic rights pertaining to this software and its documentation automatically belong to the Host Organisation.

In accordance with Article L. 611-7-1 of the French Intellectual Property Code, any invention created by the Intern during the course of their duties and/or studies and research explicitly assigned to them by the Host Organisation belong to the Host Organisation. The Host Organisation will inform the Intern, the originator of such an invention, when the Intern is subject to an application for an industrial property title and, where applicable, when the title is issued.

By extension, the Intern will transfer all Results of any other nature generated by the Intern during the course of their duties/activities (in particular intellectual works, plant breeders' rights, skills, etc.) to the Host Organisation within the framework of an ad hoc agreement.

The Intern agrees to participate actively in any process (in particular patent filing, software registration, drafting of documentation) enabling the protection or promotion of the Results, including after the end of their internship.

The Host Organisation agrees to mention the Intern as a co-author or co-inventor in accordance with good practice and current legislation.

## Article 12 - End of internship - Report – Evaluation

1) Internship certificate: at the end of the internship, the Host Organisation issues a certificate (see appendix for template). At the least, this states the actual duration of the internship and, where applicable, the amount of any bonus received.

2) Internship quality: once the internship has ended, the parties to this agreement are invited to submit an assessment of the quality of the internship.

The intern will send a document to the appropriate department of the educational institution in which they will evaluate the quality of the reception they were given by the host organisation. This document will not be taken into consideration in their evaluation, or in awarding their diploma or certificate.

3) Evaluation of the intern's activity: Once the internship has ended, the host organisation shall fill out an assessment form on the intern's activity, which it will return to the academic advisor (or specify if there is an additional form attached or assessment procedures were previously established in cooperation with the academic advisor).

4) Educational Assessment Procedures: The intern shall (specify the nature of the work to be provided - report, etc. - possibly by including an additional form)

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NUMBER OF ECTS (if applicable):

.....  
.....  
.....  
.....

5) Neither the academic supervisor from the host organisation, nor any member of the host organisation invited to visit the educational institution for the purposes of the preparation, conduct and validation of the internship, may assert any claim for reimbursement or compensation from the educational institution.

**Article 13 - Applicable law - Courts with jurisdiction**

This agreement is by governed exclusively by French law, except for the application of local social security law when the host organisation is governed by foreign law and the internship takes place abroad.

Any disputes that cannot be amicably resolved shall be subject to the jurisdiction of the relevant French courts.

In accordance with the General Data Protection Regulation, Interns must be informed of the processing of any personal data that they may be required to provide to the Educational Institution and the Host Organisation.

**EXECUTED AT** .....

**DATE** .....

**FOR THE EDUCATIONAL INSTITUTION**

Name and signature of the representative of the institution

.....

**INTERN (AND LEGAL REPRESENTATIVE IF ANY)**

Name and signature

.....

**The intern's academic advisor**

Name and signature

.....

**FOR THE HOST ORGANISATION**

Name and signature of the representative of the host organisation

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**THE INTERNSHIP SUPERVISOR FOR THE HOST ORGANISATION**

Name and signature

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