

# Part 147 Agreement n° FR.147.0031

## **INTERNSHIP AGREEMENT**

FOR STUDENTS IN VOCATIONAL SCHOOL THROUGH WORK-BASED TRAINING

## INTERNSHIP AGREEMENT

### Between

Hereinafter called the host organization:

| Teremental cance the flost organization.              |                             |
|---|-----------------------------|
| Name of the host organization:                        |                             |
| Address:  |                             |
| Scope of activities:                                  |                             |
| Telephone n°:   | . Fax n°:                   |
| Contact person:                                       | Position/Title:             |
| Email address:  |                             |
| Name of supervisor:                                   |                             |
| And hereinafter called "The vocational School":       |                             |
| Name of vocational school : Lycée des Métiers de l'aé | éronautique – Jean TARIS    |
| Address : 365, avenue Jean-Dupaya – 40300 PEYREH      | -                           |
| Telephone n°: 05-58-73-28-28                          | Fax n°: 05-58-73-13-64      |
| Contact person : Mme BONHOURE Christine               | Position/Title : Headmaster |
| Email address : ce.0400027m@ac-bordeaux.fr            |                             |
| Name of the intern's academic advisor:                |                             |
| And the Student :                                     |                             |
| Name :  | Surname :                   |
| Date of Birth :                                       | ourname                     |
| Study and/or Grade :                                  |                             |
| Address:  |                             |
| , (4.1000)  |                             |
| Telephone n°:   |                             |
|   |                             |
| Duration of training                                  |                             |
| FROM:   | TO:                         |
| FROM:   | то:                         |
|   |                             |



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### Daily schedule (to be filled in by the host organization):

| Days      | Morning (am) |     | Morning (am) Afternoon (pm) |     |
|-----------|--------------|-----|-----------------------------|-----|
| Monday    | from         | til | from                        | til |
| Tuesday   | from         | til | from                        | til |
| Wednesday | from         | til | from                        | til |
| Thursday  | from         | til | from                        | til |
| Friday    | from         | til | from                        | til |
| Saturday  | from         | til | from                        | til |

An adult student may be authorized to work night shift between 22h00 pm till 6h00 am if the intern's presence is required within the company.

## GENERAL CLAUSES

In accordance with articles D. 4153-41 to D. 4153-44 and D. 4153-46 of labour laws

In accordance with articles L; 331-1 to 15, L. 333-5, D. 337-1 to 4 and R. 421-8 to 36 of the code of education,

In accordance with the decisions of the Management Board dated 24/09/09 giving full authority to the representative of the institution to enter into a standard internship agreement through work-based training.

It is agreed as follows:

### Article1 - Purpose of the agreement

This agreement is a temporary work period in a professional environment carried out within the framework of vocational training for the benefit of the student.

## Article 2 - Training purposes in professional environment

The internship is based on an educational purpose and there is no guarantee or expectation that the activity will result in employment with the company.

### Article 3 - Agreement's layout

This agreement is related to general provisions and specific measures in conjunction with educational and financial appendixes.

The educational appendix rules out the objectives and the detailed arrangements during the training period within the company.

The financial appendix rules out all necessary information pertaining to the terms and conditions of the eligibility of expenditures during the training period along with the insurance cover.

The internship agreement together with the appendixes is duly completed and signed by all parties, and the student legal guardian (if student underage).

The advisor and the representative of the company shall be notified of the terms and conditions of the agreement.

A copy of this agreement shall be sent to the family for information.



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### Article 4 - Status and obligations of the student

The student shall remain under the responsibility of the institution and keep his/hers student status during his/her training period.

When the length of the training period within the same company exceeds two consecutive months, the intern is entitled to a monthly stipend equal to 13.75 % of the hourly ceiling of the social security as laid out in article D.242-2-1 of the social security code.

According to article L. 3221-3 of labour law this stipend is not part of a wage package.

If stipend greater than the hourly ceiling of the social security, the student shall have the benefit of legal coverage under the provisions of article R. 412-4 of the social security code.

The intern does not replace or displace any employee of the Company. He/she cannot take part in any kind of professional election within the Company.

The intern shall:

- Respect the Company rules and regulations, with regard to security, time schedule and discipline in accordance with articles 5 and 6 of this agreement,
- Maintain secrecy on all matters coming to his/her knowledge in the exercise of his/her duties,
- Agree not to disclose any confidential data and/or information related to the company while writing his/her internship report.

### Article 5 - Working Hours

When it comes to working hours, all students are subject to a statutory weekly period unless notified differently within this agreement.

Night shifts apply to adult student only when specified and agreed upon by the representative of the institution.

## Article 6 - Working Hours for underage student

The underage student is not allowed to work more than 8 hours per day and 35 hours per week. He/she is entitled to 2 days off per week (Sunday included, unless otherwise stated within the agreement).

For every 24 hours worked, a student under 16 years of age is entitled to a 14 hours rest period and a 12 hours rest period if the student is aged between 16 and 18 years of age.

For every 4 hours and 30 min worked daily, the underage student is entitled to 30 min break.

Night shift is strictly forbidden:

- Between 22h00 pm till 6h00 am for any student aged between 16 and 18 years of age;
- Between 20h00 pm till 6h00 am for any student under 16 years of age.

## Article 7 - Safety work regulation pertaining to underage students

In accordance with articles R.4153-39 to R.4153-48, D.4153-2 to D. 4153-4 and D.4153-15 to D. 4153-37 of labour law, and on the basis that the Company has been granted a special derogation by the work inspector, a 15 years old student shall be allowed to perform special tasks within the Company if expected to do so.

The request approval shall include all necessary information listed below, signed by the representative of the Company and sent off to the work inspector:

- The scope of activities of the Company,
- The list of special tasks to be performed by the student,
- The list of special equipments related to the special tasks above,
- Contact name of the appropriate supervisor in charge of the student while performing his/her duties.

In no circumstances shall the student be allowed to carry out special tasks without professional supervision.

### Article 8 - Electrical Safety Regulations

For electrical safety regulations, student shall not be exposed to any kind of electrical work unless fully supervised by a professional within the Company, prior to the student having achieved a training period provided by the school on general electrical hazards.

| Lycée des Métiers de l'Aéronautique Jean TARIS 365 avenue jean Dupaya 40 300 Peyrehorade Tel: 05 58 73 28 28 Fax: 05 58 73 13 64 |                     |             |            |  |  |  |
|--|---------------------|-------------|------------|--|--|--|
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### Article 9 - Work accidental cover

In accordance with article L. 412 - 8 of the social security code, the student is under the protection of the French legislation in case of an accident in the workplace.

In accordance with article R. 412 - 4 of the social security code, should an accident occur to the intern whilst he/she is on duty and/or while commuting from/to work, the host organization undertakes to promptly notify the vocational school and take care of all the necessary documentation within 48 hours\* of the accident (\*sunday and bank holiday not included). Once all the formalities completed, the document should be sent to the relevant health institution via registered letter and a copy sent to the representative of the institution.

### Article 10 - Civil liability insurance

The host organization undertakes to subscribe to a civil and liability insurance policy which provides cover for the student for any damage that may arise during his/her internship.

### Article 11 - Discipline

Both representatives from the host organization and the school institution shall keep in touch and make sure everything is running according to procedure.

Any kind of misconduct on behalf of the student during his/her internship should immediately be notify to all parties involved and may result into disciplinary hearing.

By mutual agreement, both parties are entitled to terminate or cancel this agreement.

| Date,   |                                 |                                       |
|---|---------------------------------|---------------------------------------|
| Signature of the student and/or Legal representative, | Signature of Academic Tutor,    | The Headmaster,<br>Christine BONHOURE |
| Signature of the internship supervisor,               | Signature of Host Organization, |                                       |