



Academic year : 2021-2022

## Student Internship Agreement

THE EDUCATIONAL INSTITUTION	THE HOST ORGANISATION
<p>CY CERGY PARIS UNIVERSITE 33 boulevard du Port 95011 Cergy Pontoise Cedex - FRANCE</p> <p>Siret : 13002597600015 APE : 8542Z</p> <p>Represented by (signatory of the agreement): Radjesvarane ALEXANDRE Quality of the representative: General Director CY Tech Component / UFR : CY Tech</p> <p>The internship will be operated by CY Tech, the Grande Ecole (Grande Ecole of Engineering of CY Cergy Paris University.</p>	<p>Name [REDACTED] Address [REDACTED] [REDACTED] Siret number [REDACTED] NAF Code [REDACTED] Represented by [REDACTED] Quality of the representative [REDACTED] Department in which the internship will be carried out [REDACTED] Mail [REDACTED] Location of the internship (if different from the address of the organisation) [REDACTED]</p>

THE INTERN
<p>Name [REDACTED] First name [REDACTED] Sex : F <input type="checkbox"/> M <input type="checkbox"/> Date of birth [REDACTED] Address [REDACTED] [REDACTED] Postcode [REDACTED] City [REDACTED] [REDACTED] Mail [REDACTED] Social Security N° [REDACTED]</p> <p><b>TITLE OF THE TRAINING OR COURSE FOLLOWED IN THE HIGHER EDUCATION INSTITUTION AND NUMBER OF HOURS (ANNUAL OR SEMESTER): TO BE FILLED IN BY CORPORATE RELATIONS DEPARTMENT.</b></p> <p><b>ENGINEERING CURRICULUM (MI) - MATHEMATICS - 2nd YEAR (M1) 477 HOURS</b></p>

INTERNSHIP SUBJECT VALIDATED BY CY TECH
<p>Subject [REDACTED]</p> <p>Period from [REDACTED] to [REDACTED] Representing a total duration of [REDACTED] weeks OR [REDACTED] months And corresponding to [REDACTED] days of effective presence in the host organisation Division if discontinuous presence [REDACTED] hours per week or number of hours per day (delete as appropriate) Comment [REDACTED]</p>

PEDAGOGICAL REFERENT AT CY TECH	TUTOR IN THE HOST ORGANISATION
<p>Title, surname and first name of the referring teacher : [REDACTED] Position (or discipline) [REDACTED] Mail : [REDACTED]</p>	<p>Titre, Nom, Prénom : [REDACTED] [REDACTED] Fonction : [REDACTED] ☎ : [REDACTED] Mail : [REDACTED]</p>

**Article 1: Purpose of the Convention**

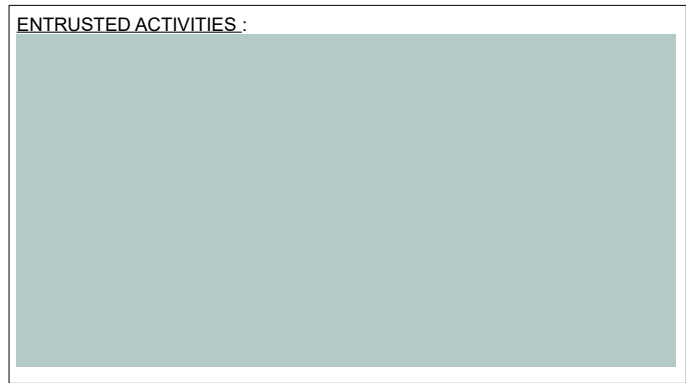
This agreement adjusts the relationship of the host organisation with the educational institution and the intern.

**Article 2: Aim of the course**

The internship is a temporary period of exposure to a professional environment during which the intern acquires professional skills and uses the results of his or her training to obtain a diploma or certification and to promote professional integration. The intern is entrusted with one or more missions in accordance with the pedagogical project defined by CYTech and approved by the host organisation;

The programme is established by CYTech and the host organisation according to the general programme of the training provided.

The student intern must provide the school with a description of the placement before signing the agreement.

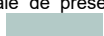

ENTRUSTED ACTIVITIES :  


SKILLS TO BE ACQUIRED OR DEVELOPED

Programming – Analysis – Assistance to the project manager

**Article 3: Terms and conditions of the course**

Internships are limited to 6 months. An amendment to the internship agreement may be drawn up if the internship is extended at the request of the host organisation and the intern, within the 6-month limit and in accordance with the teaching model. Extensions will be subject to the obligations of the programme concerned and to the regulations.

Déroulement du stage  
La durée hebdomadaire maximale de présence du stagiaire dans les lieux désignés dans l'en-tête sera de  heures sur la base d'un temps complet / temps partiel (rayer la mention inutile)  
Si le stagiaire doit être présent dans l'organisme d'accueil et/ou dans le lieu désigné dans l'en-tête la nuit, le dimanche ou un jour férié / préciser les cas particuliers :  


**Article 4: Reception and supervision of the intern**

The intern is followed by the referent teacher designated in this agreement and by CYTech.

The course tutor appointed by the host organisation in this agreement is responsible for monitoring the intern and optimising the conditions for carrying out the course in accordance with the pedagogical stipulations defined

MODALITIES OF SUPERVISION: (visits, phone appointments, etc).  
.....

If health conditions permit: the intern is allowed to return to his or her educational institution for the duration of the internship to attend courses explicitly requested by the programme, or to attend meetings (the dates are made known to the host organisation by the institution). The host organisation may allow the intern to travel, except for internships abroad

Any difficulty arising in the course of the placement, whether observed by the intern or by the placement tutor, must be brought to the attention of the referring teacher and the educational establishment so that it can be resolved as quickly as possible.

**Article 5: Bonus - Benefits**

In France, when the duration of the internship is more than 308 hours, whether consecutive or not, it is obligatory to pay a bonus, except in the case of special rules applicable in certain French overseas collectivities and for internships covered by 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. An industry or professional agreement may define an amount higher than this rate.


The bonus payable by a public-law body may not be combined with remuneration paid by that same body during the period concerned

The gratuity is due without prejudice to the reimbursement of expenses incurred by the intern in carrying out the internship and the benefits offered, where appropriate, for food, accommodation and transport.

The organisation may decide to pay a gratuity for internships lasting up to two months.

In the event of suspension or termination of this agreement, the amount of the bonus due to the intern shall be prorated according to the duration of the internship

The duration giving entitlement to a bonus is assessed in the light of the present agreement and any amendments thereto, as well as the number of days of actual presence of the intern(s) in the place(s) indicated.

Amount of the gratuity is set at  Euros per hour / day / month  
(delete as appropriate)

**Article 5 bis : Internships in France**

Access to employees rights benefits (Private law body in France except in the case of special rules applicable in certain French overseas collectivities):

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

The intern has access to the company restaurant or to the restaurant vouchers provided for in Article L.3262-1 of the Labour Code, under the same conditions as the employees of the host organisation. He/she also benefits from the coverage of transport 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.2323-83 of the Labour Code under the same conditions as employees

The host organisation undertakes to comply with any national or sectoral health directives

Other benefits granted:  


**Article 5 ter : Internships in France**

Access to the rights of agents-Advantages (Body governed by public law in France except in the case of special rules applicable in certain French overseas collectivities):

The commutes made by the intern of a public institution between their home and their place of training are covered under the conditions set by decree n°2010-676 of 21 June 2010 instituting partial coverage of the price of season tickets corresponding to journeys made by public employees between their usual residence and their place of work.

Interns who are hosted in a public law body and who carry out an assignment in this context are entitled to cover their temporary travel expenses in accordance with the regulations in force.

The place(s) of training indicated in this agreement is considered to be his or her administrative residence.

Other benefits granted:  


**Article 6: Social protection scheme (sickness and accidents)**

For the duration of the internship, the intern remains affiliated to his/her previous social security scheme. It is imperative that the intern verifies his/her health coverage conditions and provides a certificate of coverage to CYTech at the time of signing the internship agreement and in any case before departure.

**CAISSE PRIMAIRE D'ASSURANCE MALADIE à contacter en cas d'accident :**

Pour les étudiants de CERGY : CPAM 95017 CERGY PONTOISE Cedex  
Pour les étudiants de PAU : CPAM 26 bis avenue des Lilas 64022 PAU cedex 9

**6.1: Gratuity of a maximum amount of 15% of the hourly social security ceiling - protection by France (see conditions Article 6.4)**

The intern benefits from the legislation on accidents at work under Article L.412-8 2° of the Social Security Code.

In the event of an accident or occupational disease occurring to the intern either during activities in the organisation, during the journey or at the place made useful for the purposes of the internship, the host organisation 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 higher than 15% of the social security hourly ceiling:**

THE intern IS NOT COVERED BY FRANCE FOR TRAINING ABROAD WITH A GRATUITY HIGHER THAN THE LEGAL CEILING.

Social security contributions are calculated on the difference between the amount of the bonus and 15% of the Social Security hourly ceiling. The student benefits from legal coverage in application of the provisions of articles L.411-1 and following of the Social Security Code. In the event of an accident occurring to the intern either during the activities in the organisation, during the journey or at places made useful for the needs of the placement, the host organisation will take all necessary steps with the Caisse Primaire d'Assurance Maladie and inform the establishment as soon as possible.

**6.3: Sickness protection for the intern abroad**

**1) Protection under the French scheme :**

- For internships within the European Economic Area (EEA) carried out by students who are nationals of a European Union Member State, the student must apply for the European Health Insurance Card (EHIC).

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

- In all other cases : interns who incur health care expenses abroad may be reimbursed by the mutual insurance company that takes their place as a student social security fund, on their return, and on presentation of supporting documents: reimbursement is then made on the basis of French health care rates, although there may be significant discrepancies.

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

° Exception: if the host organisation provides the intern with health coverage under the provisions of local law (see 2 below), then the intern may choose to benefit from this local health coverage. Before making such a choice, the intern will check the extent of the cover offered.

**2) Protection from the host organisation :**

By ticking the appropriate box, the host organisation indicates below whether it provides sickness protection to the intern under local law:

O YES (this is in addition to the continuity, abroad, of rights under the French scheme)

O NO (protection is derived exclusively from the continuity, abroad, of the rights arising from the French regime)

If no box is checked, 6.3 1/ applies.

**6.4: Intern Work Accident Protection Abroad**

1.In order to be eligible for French legislation on work accident coverage, this internship must:

2.Be of a duration not exceeding 12 months.

3. Not give rise to any remuneration likely to give rise to rights to work-related accident protection in the foreign country.

4.Take place exclusively in the host organisation party to the present agreement.

5.Take place exclusively in the foreign country mentioned. Where the conditions are not met, the host organisation undertakes to pay contributions for the protection of the intern and to make the necessary declarations in the event of an accident at work.

6. The declaration of accidents at work is the responsibility of the establishment, which must be informed by the host organisation in writing within 48 hours.

Any interruption of the placement shall be reported to the other parties to the agreement and to the referring teacher. A validation procedure is put in place, if necessary, by the establishment. If the parties to the agreement agree, the end of the placement may be postponed to allow the total duration of the placement initially planned to be completed. This postponement will be the subject of an amendment to the internship agreement. An addendum to the agreement may be drawn up in the event of an extension of the course at the joint request of the host organisation and the intern, in compliance with the maximum duration of the course set by law (924 hours).

7. Coverage applies to accidents that have occurred:

- Within the premises of the place of the placement and during the hours of the placement.

- On the usual return trip between the intern's residence on the foreign territory and the place of the placement.

- On the return trip (beginning and end of the course) from the intern's home on French territory to the place of residence abroad.

- Within the framework of a mission entrusted by the host organisation and obligatorily on the order of the mission.

- In the event that any one of the conditions laid down in point 6.4 1/ is not met, the host organisation hereby undertakes to cover the intern against the risk of accident at work, commuting accidents and occupational diseases and to make all the necessary declarations.

- in all cases,

- If the student suffers an accident at work during the placement, it is imperative that the host organisation immediately reports this accident to the institution.

- If the student performs limited assignments outside the host organisation or outside the country of the placement, the host organisation must make all necessary arrangements to provide the student with appropriate insurance.

**Article 7: Liability and insurance**

The host organisation and the intern declare that they are covered by civil liability insurance.

Where the host organisation provides a vehicle to the intern, it is the responsibility of the host organisation to check in advance that the vehicle's insurance policy covers its use by a student.

When, in the context of his/her internship, the student uses his/her own vehicle or a vehicle loaned by a third party, he expressly declares to the insurer of the said vehicle and, where applicable, pays the relevant premium.

If the student uses his/her own equipment during a home placement, he/she must declare this to his/her insurer and, where applicable, pay the relevant premium.

**Article 8: Discipline**

The intern is subject to the discipline and the clauses of the internal rules applicable to him/her and which are brought to his/her attention before the start of the course, particularly with regard to the timetable and the health and safety rules in force in the host organisation.

The intern undertakes to report any malfunction in terms of health and safety to his/her host organisation AND to CYTech.

Any disciplinary action can only be decided by CYTech. In this case, the host organisation informs the referring teacher and the institution of the breaches and provides the following information, if applicable: in the event of a particularly serious breach of discipline, the host organisation reserves the right to terminate the internship while complying with the provisions laid down in Article 9 of this agreement.

En cas de manquement particulièrement grave à la discipline, l'organisme d'accueil se réserve le droit de mettre fin au stage tout en respectant les dispositions fixées à l'article 9 de la présente convention

**Article 9: Leave - Interruption of the internship**

In France (except in the case of special rules applicable in some French overseas collectivities or in public law bodies), in the event of pregnancy, paternity or adoption, the intern benefits from leave and leave of absence authorisations for a period equivalent to that provided for employees in Articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37.

NUMBER OF DAYS OF AUTHORISED LEAVE / or terms and conditions of leave and leave of absence during the internship :

For internships lasting more than two months and up to a maximum duration of 6 months, leave or leave of absence is possible. For any other temporary interruption of the placement (illness, unjustified absence...) the host organisation will notify the educational establishment by e-mail.

#### Article 10: Duty of discretion and confidentiality

The duty of reserve is of absolute rigour and is appreciated by the host organisation in view of its specificities. Students undertake not to use any of the information collected or obtained by them for publication or communication to third parties without the prior agreement of the host organisation's management, including the internship report. This undertaking will apply not only for the duration of the internship but also after its expiry. The student undertakes not to keep, take away or make copies of any document or software of any kind belonging to the host organisation, unless with the written agreement of the host organisation.

Within the framework of the confidentiality of the information contained in the report, the host organisation may request a restriction on the dissemination of the report or even the withdrawal of certain highly confidential elements. Persons who are required 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, if the intern's activities give rise to the creation of a piece of work protected by copyright or industrial property (including software), if the host organisation wishes to use it and the intern agrees, a contract will have to be signed between the intern (author) and the host organisation.

The contract must then specify the scope of the rights transferred, any exclusivity, the destination, the media used and the duration of the transfer, as well as, where applicable, the amount of remuneration due to the intern for the transfer. This clause applies regardless of the status of the host organisation.

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

1) Certificate of training course: at the end of the training course, the host organisation issues a certificate, a model of which is attached, indicating at least the actual duration of the training course and, if applicable, the amount of the bonus received. The intern must produce this certificate in support of any application for entitlement 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 formulate an assessment of the quality of the internship. The intern shall send the competent department of the educational establishment a document in which he or she assesses the quality of the reception he or she received in the host organisation. This document is not in its evaluation or in the award of the diploma or certification.

3) Evaluation of the intern's activity: at the end of the placement, the host organisation fills in an evaluation form for the intern's activity which it returns to the referring teacher (or specify if an appendix form or evaluation methods have been defined beforehand in agreement with the referring teacher).

4) Pedagogical assessment arrangements: the intern should (specify the nature of the work to be done - report, etc. - possibly by attaching an appendix) :  
**internship report and defense**

NUMBER OF ECTS (If applicable): 5

5) The tutor of the host organisation or any member of the host organisation called upon to come to CYTech as part of the preparation, conduct and validation of the course cannot claim any reimbursement or compensation from CYTech

#### Article 13: Applicable law - Competent courts

This agreement is governed exclusively by French law.

Any dispute not resolved amicably will be subject to the jurisdiction of the competent French court

#### Article 14 : Covid

In accordance with Public Health Code, in particular Articles L. 3131-1 et seq;

In accordance with the Education Code, in particular articles L. 124-1 to L. 124-20, L. 612-11 and D. 124-1 to D. 124-9; D714-21 and following articles

In accordance with the Social Security Code and in particular Articles L. 242-4-1, L. 412-8 and D. 242-2-1;

In accordance with the Labour Code and in particular Articles L. 1221-13 and D. 1221-23 and seq. Thereof:

In accordance with Law No. 2020-856 of 9 July 2020 organising the end of the state of health emergency

In accordance with the national protocol to ensure the health and safety of company employees in the face of the Covid epidemic of 31 August 2020

In accordance with the consultation of the Commission for Education and University Life and the opinion of the Board of Governors of the institution;

#### Requirements:

**INTERNSHIPS IN FRANCE:** Taking into account the exceptional circumstances due to the Covid 19 pandemic, it is understood between the parties that they will have checked beforehand that the missions entrusted to the intern lend themselves to face-to-face and/or home office and that he or she has the appropriate equipment.

The tutors check the possibility of the parties to use suitable communication tools. The course may only be carried out in a face-to-face setting in strict compliance with the national protocol of 31 August 2020 and any health, safety and hygiene provisions applicable to the host organisation.

It is agreed between the parties that in the case of lockdown, the internship will automatically become remote or will be suspended in the event that it is impossible to carry out remotely.

Specific provisions apply to medical and paramedical student placements.

A medical examination will automatically be organised for all students exposed to risk during their internship.  
Preventive medicine contact: [sante@ml.u-cergy.fr](mailto:sante@ml.u-cergy.fr) / 01 34 25 60 77

**INTERNSHIPS ABROAD:** In view of the exceptional circumstances due to the Covid 19 pandemic, it is understood between the parties will have verified beforehand that:

- If the internship is on-site, a specific repatriation insurance is taken out by the intern for the return, in case of confinement or other circumstances making it impossible to continue the internship.

- The missions entrusted to the intern lend themselves to face-to-face and/or home office and that he or she has the appropriate equipment at his or her disposal.

The tutors check that the parties can use suitable communication tools.

The internship can only be carried out in a face-to-face setting in strict compliance with all health, safety and hygiene provisions applicable to the host organisation. It is agreed between the parties that in case of lockdown, the internship will automatically become remote or will be suspended by means of a rider in the event of the impossibility of carrying it out remotely, in addition to the repatriation arrangements.

The intern hereby undertakes on his or her honour to notify ARIANE before his or her departure: <https://pastel.diplomatie.gouv.fr/fildariane/dyn/public/login.html>

The intern who tests positive for Covid19 during his internship will have to respect the conditions prescribed in the host country, in particular in terms of quarantine. The educational institution will not be obliged to repatriate the intern.

A medical examination will automatically be organised for all students exposed to a risk during their internship.

**Preventive medicine contact:** [sante@ml.u-cergy.fr](mailto:sante@ml.u-cergy.fr) / +33 1 34 25 60 77

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

**FOR CY Tech**

Radjesvarane ALEXANDRE  
General manager of CY TECH

**FOR THE HOST ORGANISATION**

Name \_\_\_\_\_  
and signature of the representative of the host organisation

**THE INTERN'S REFERENT TEACHER**

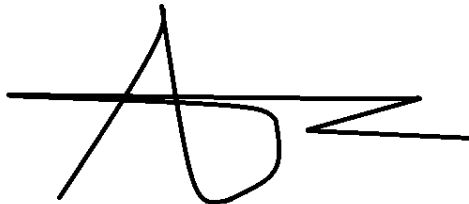
Name \_\_\_\_\_  
and signature

**THE HOST ORGANISATION'S INTERNSHIP TUTOR**

Name \_\_\_\_\_  
and signature

**INTERN (and his/her legal representative if applicable)**

Name \_\_\_\_\_  
and signature

A handwritten signature in black ink, consisting of a large, stylized 'A' shape with a horizontal line through it, followed by a loop and a horizontal line extending to the right.

Appendix attached to the agreement /

Annexe 1: Certificate of training course

Annexe 2: Other documents, if any

Administrative contacts:

- Campus of Cergy: Mrs Céline HENRIQUES TAHAR [celine.henriques-tahar@cyu.fr](mailto:celine.henriques-tahar@cyu.fr) and Mrs Magali CARTRON [magali.cartron@cyu.fr](mailto:magali.cartron@cyu.fr)
- Campus of Pau: Mrs Elodie CASSIAU [elodie.cassiau@cyu.fr](mailto:elodie.cassiau@cyu.fr)