

## INTERNSHIP AGREEMENT

- Oversea intership -

*Preliminary*

*The signatories of this agreement acknowledge having read the internship charter (annex 1) and agree to the principles herein.*

### Trainee

First name: .....  
 Last name: .....  
 Date of birth: .....  
 Student in: .....

First year

Second year

Third year

PhD

### Host Organization

Name: .....  
 .....  
 Address : .....  
 .....  
 .....

### Internship

Place of internship: .....  
 Dates: from ..... to ..... Length.....hours/days/months  
 Subject of internship: .....  
 .....  
 .....

### Tutor in the host Organization

Name: .....  
 Position: .....  
 Phone number: .....  
 Email: .....

### Educational tutor in UNC

Name: .....  
 Position: .....  
 Phone number: .....  
 Email: .....

**Article 1: Agreement object**

This agreement rules the relationships between the host Organization (company, public institution, association), the University of New-Caledonia (named UNC), represented by its President Mrs. Catherine RIS, and the student (the trainee) signatory of this agreement.

**Article 2: Purpose of the internship**

The internship is a temporary period of practice in a professional/academic environment during which the student earns professional skills and implements the knowledge of his/her course in order to obtain a diploma or a certification and to promote his/her occupational integration. The trainee is entrusted with one or more missions that comply with the educational project defined by his/her educational institution and approved by the host Organisation.

The internship is part of the course and personal and professional project of the student. It is a part of his/her educational curriculum.

The internship program is defined by UNC and the host Organization according to the general program of the course provided. This program has to be a part of the major field of studies and in agreement with the skills of the student.

Entrusted activities: .....  
.....  
.....

Skills to acquire or develop:  
.....  
.....  
.....

**Article 3: Internship terms**

An amendment to the present agreement may be established in case of extension of the internship, made at the request of both the host Organization and the trainee. In no case may the end date of the internship be after January 31<sup>st</sup> of the year following the student’s enrollment year in the course of study/diploma at the Home institution.

**Internship progress**

The maximum weekly presence of the trainee in the host Organization shall be of .....hours per week.  
The internship is full time / part-time (delete as appropriate).  
If the trainee must be present in the host Organization at night, on Sunday or on a public holiday, the Host Organization must indicate below the particular conditions implied:  
.....  
.....

**Article 4: Trainee status – Reception and supervision of the trainee**

The trainee is supervised by the referring teacher designated by this agreement as well as by the dedicated service of the institution in charge of internships when applicable.  
The internship tutor designated by the host Organization in this agreement is responsible for following up the trainee on a day to day or weekly basis and for optimizing the conditions of the internship in accordance with the defined pedagogic stipulations/requirements.  
If necessary, the student may come back to UNC during the internship, to undertake certain courses explicitly requested by the program, attending meetings or exams; the dates being brought to the attention of the Host Organization by UNC.  
The host Organisation can allow the trainee to travel.

Any difficulty encountered in the realization and the progress of the internship, whether noticed by the trainee or the internship tutor, must be brought to the attention of the referring teacher at UNC in order to be resolved as quickly as possible.

TERMS OF MANAGEMENT (visits, telephone appointments, etc.)

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

**Article 5: Bonus – Fringe benefits – Expenses refund**

The trainee may be granted a bonus.

Terms of payment of the bonus, if necessary:

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Travel and accommodation expenses incurred by the trainee at the request of the host Organization, as well as training fees (if needed for the internship), will be entirely covered by the trainee according to the terms and conditions of the Host Organization.

List of benefits offered, if necessary:

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.....

**Article 6: Social protection**

6.1 Health protection of the trainee overseas:

1) Protection from the New Caledonian student scheme (abroad only) :

- The student who incurs health expenses abroad can be refunded by the “CAFAT”, when back to New-Caledonia, and on presentation of justifying documents, such as: the originals of the care sheets, paid invoices, a certificate of the establishment or a certificate of UNC or a copy of the internship agreement. The refund is then made on the basis of the tariffs and the CAFAT rates and significant discrepancies may exist.
  - It is therefore strongly recommended that the student subscribes a complementary specific Overseas Health insurance, valid for the country of the host organization and during the whole internship duration, with the company of his/her choice (mutual, private company...).
  - Exception: if the Organization provides the student with a Health cover under the provisions of local law (see point 2 below), the student can choose to benefit from this local Health coverage. Before making such a choice, he/she will check the extent of the offered guarantees.

2) Protection from the Organization:

*By checking the appropriate box, the Host Organization indicates below whether it provides a Health insurance to the trainee under local law:*

- YES** (this is in addition to the maintenance, abroad, of the rights from the CAFAT student scheme)
- NO** (exclusively maintenance, abroad, of the rights from the CAFAT student scheme)

*If no box is checked, 6.1 – 1) applies.*

6.2 Protection of professional risks of the trainee overseas:

- 1) In order to benefit from the New Caledonian regulation/law on accidents at work, travel accidents and occupation sickness coverage, this internship must:
  - not give rise to any remuneration likely to open rights to professional risks coverage in the foreign country;
  - be conducted exclusively in the Organization party to this agreement;

- be conducted exclusively in the foreign country cited;

When the conditions are not met, the Organization agrees to contribute for the protection of the trainee and to make the necessary declarations in case of an accident at work, travel accident or occupation sickness.

2) The declaration of accidents at work, travel accidents or occupation sickness is incumbent to UNC who must be informed by the Host Organization in writing within 48 hours.

3) The coverage concerns accidents which have occurred:

- within the internship place and during the internship hours;
- on the usual return trip between the trainee's residence overseas and the internship place;
- on the return trip (beginning and end of internship) of the trainee's home in New-Caledonia and the place of residence outside the country
- within the framework of a mission entrusted by the Host Organization to the trainee and obligatory declared in written as an "order of mission".

4) For the case where only one of the conditions in 6.2 – 1) is not met, the Organization undertakes by this agreement to cover the trainee against the risk of an accident at work, travel accident or occupation sickness and to make all the necessary declarations.

5) In all cases,

- If the student is victim of an accident at work during the internship, the host Organisation must immediately report this accident to UNC.
- If the student fulfils missions outside the host Organization or outside the country of the internship, the Host Organisation must take all the necessary measures to provide the appropriate insurances.

#### **Article 7: Civil liability and insurance**

The host Organization and the trainee declare to be guaranteed under civil liability.

When the Organisation puts a vehicle at the disposal of the trainee, it is its responsibility to check beforehand that the vehicle's insurance policy covers its use by a student.

When, as part of the internship, the student uses his/her own vehicle or a vehicle loaned by a third party, he/she declares expressly to the insurer of the vehicle, the use it is required to make and, where appropriate, pays the related premium.

#### **Article 8: Discipline**

During the internship, the trainee is subject to the discipline and internal rules of the Host Organization, especially as for the schedule, the health and safety rules applying in the host Organisation.

Any disciplinary sanction can only be decided by UNC. In that case, the host Organisation informs the referring teacher at UNC of the breaches and eventually provides the constituent elements.

In case of particularly serious breach of discipline, the host Organisation reserves the right to end the student's internship while respecting the provisions set out in article 10 of this agreement.

#### **Article 9: End of internship – Report – Assessment**

At the end of the internship, the Host Organization delivers to the trainee an internship certificate and completes an evaluation form (annex 2) which is sent back to UNC. For his/her part, the student has to provide an internship report to UNC, following the procedures/guidelines described in the pedagogical guide. A copy of this report will be sent to the host Organisation. The work can be presented during an oral presentation.

The tutor at the host Organisation or any other member of the Organisation called to visit UNC as part of the preparation, the conduct and the validation of the internship cannot claim any support or compensation from UNC.

**Article 10: Holiday – Absence and interruption of the internship**

*Temporary interruption*

During the internship, the trainee may be granted a holiday, subject to the agreement of the host Organization and provided that the duration of the internship is respected.

For any other temporary interruption (sickness, maternity, unjustified absence ...), the Host Organization will notify the referring teacher at UNC by email.

*Definitive interruption*

In case one of the three parties (Host Organisation, UNC, trainee) is willing to interrupt the internship permanently, the latter must immediately inform the two other parties in writing. The reasons given will be examined in close consultation. The final decision to interrupt the internship will only be taken after this consulting phase.

For the internships for which the duration is over two months (and within the duration of six months), holidays and absence permissions are possible.

Number of days of leave authorised / or conditions of leave and absence permissions during the internship:

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**Article 11: Professional confidentiality and privacy**

The professional confidentiality is absolute rigor and appreciated by the host Organisation given its specificities. The trainee therefore commits not to use in any case the information collected or obtained during the internship to be the subject of publication, communication to third parties without the prior approval of the Host Organisation, including the internship report. This commitment will be valid not only for the duration of the internship but also after its expiry.

The trainee student agrees to not store, take away or take copies of any document or software, of any kind whatsoever, belonging to the Host Organisation except with the consent of the latter.

*Nota: in the context of the confidentiality of the information contained in the report, the Organisation can ask for a restriction of the report diffusion, even the withdrawal of some very confidential elements. People who are brought to know are constrained by professional secrecy to neither use nor disclose the information in the report.*

**Article 12: Intellectual property**

If the trainee’s work gives rise to the creation of any kind of work protected by copyright or industrial property (including software) that the Host Organisation wishes to use and if the trainee agrees, a contract must be signed between the trainee (author) and the host Organisation.

Particularly, the extent of transferred rights must be specified, the possible exclusivity, the destination, the media used and the duration of the transfer, as well as, where appropriate, the amount of the remuneration due to the trainee under the transfer. This clause applies regardless of the status of the host Organisation.

**Article 13: Recruitment**

If an employment contract taking effect before the end date of the internship is signed with the host Organisation by the trainee, this agreement shall lapse; the “student/trainee” would no longer be under the responsibility of UNC. The President of UNC must be immediately informed before the signing of the contract.

**Article 14: Applicable right – Competent courts**

This agreement is governed by the French law and the law of New-Caledonia. Any dispute not resolved amicably will be subject to the jurisdiction of the Administrative Court of Noumea.

Done in Noumea, on .....

The University of New Caledonia

Catherine RIS  
President

.....  
The trainee

.....  
The Host Organisation

.....  
Tutor in the host Organisation

.....  
Educational tutor in UNC

## CONTACTS :

### **University of New Caledonia :**

SERVICE - NAME .....

+687 ..... Fax +687 .....

Email : .....

### **University of New Caledonia :** CONTACT during CLOSURE PERIOD

SERVICE - NAME .....

+687 ..... Fax +687 .....

Email : .....

### **HOST ORGANISATION** Tutor in the host Organisation :

Mr/Mrs .....

..... Fax .....

Email : .....

### **STUDENT :**

ADDRESS : .....

..... Cellphone .....