



ACADEMIC YEAR 2022/2023

INTERNSHIP CONTRACT (Stage S8 international)

Preamble : work placements which do not concern administrative institutions or government-run Organisations and are not involved into a commercial or industrial activity : by signing this work placement agreement, the parties acknowledge that they are aware both of article 9 of law no. 2006-396 governing equal opportunities and its application decrees, of law n°2009-1437 of 24 November 2009 concerning vocational guidance and adult continuing education as well as of the placement charter (appendix 1), and that they accept the principles thereof. Work placements concerning administrative institutions or government-run Organisations which are not involved into a commercial or industrial activity by signing this work placement agreement, the parties acknowledge that they are aware both of decree 2009-885 of 21 July 2009 concerning the conditions regulating the work placement of higher education students in administrative institutions or government-run Organisations which are not involved into a commercial or industrial activity.

BETWEEN

The higher education institution :

Name of institution : **CentraleSupélec**

Address : **8-10 rue Joliot-Curie Bâtiment Eiffel/DE/BFE 91190 Gif-sur-Yvette FRANCE**

Represented by : **Didier DUVAL**

Tél : +33 1 75 31 61 11 E-mail : de-bfe@centralesupelec.fr

The host organisation :

Name : ~~Cruncho~~ **Dream Troopers AB**

Address : ~~7A Norrtullsgatan 611329 Stockholm Suède~~ **Johannesfredsvägen 26, 168 68 Bromma**

Tel : +46735303372 E-mail: lionel@cruncho.com

Represented by : **Lionel Lassalle**

Job title : **CEO**

Name of the department where internship will take place : **Software engineering**

Place of internship (if different from host organisation address) : ~~7A Norrtullsgatan 611329~~

~~Stockholm Suède~~ **Dream Troopers AB, Ekbacksvägen 22-24, 168 69 Bromma, Suède**

And the intern student :

Surname : **D'Hebrail** First name : **Pierre**

Civility : **M.** Date of birth : **07/12/1999**

Address : **10 rue amiral Linois 29200 Brest France**

Téel: +33680051085 mobile : E-mail : pierre.dhebrail@student-cs.fr

Title of course taken at the higher education institution : **2ème Année Ingénieur**

SUBJECT OF INTERNSHIP : **Full stack web engineering in the context of a tech start-up**

DATES OF INTERNSHIP : From **05/02/2023** to **14/07/2023**

Remote working, in SWEDEN ONLY, authorized at the following adress:

LENGTH OF INTERNSHIP : weeks 23 and 1 days , Translated into DAYS 162

Supervision of intern provided by :

On behalf of the higher education institution

Surname : **Cabaret**

First name : **Laurent**

Tel : **+33 (0)1 75 31 66 39**

E-mail : laurent.cabaret@centralesupelec.fr

On behalf of the host organisation :

Surname : **Lassalle**

First name : **Lionel**

Tel : **+46 735 903 996**

E-mail : lionel@cruncho.com

Healthcare insurance office to be contacted in the event of an accident (place of residence of student unless otherwise indicated) : **CPAM de l'Essonne - EVRY 91040 - Cedex**

1 Article L612-9 of the Education Code: "The duration of any internship(s) undertaken by a single intern in any one organisation must not exceed six months per academic year".

2 Note to reader : Text in italics and bold type applies to internships in administration and public institutions of government.

Article 1 : Purpose of the contract

The present contract governs the relationship between the host organisation (company, public agency, association...), the higher education institution and the intern.

Article 2 : Objective of internship

The objective of the internship is to enable the student to implement the theoretical and methodological tools acquired during the course of study, to identify skills and to consolidate career goals.

The internship aims to prepare the student to enter working life with a better understanding of the host organisation. The internship forms part of the student's personal and professional training and development and is part of the course curriculum.

The internship programme is determined by the HE institution and the host organisation according to the general curriculum of training offered.

Duties to be carried out:

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Article 3: Practical terms of internship

The maximum weekly amount of time the intern will be present at the company is 40h hours. The internship is full-time

If the intern must be present at the host organisation at night, on a Sunday or on a bank holiday, the organisation must indicate these special cases here :

Article 4 : Status of intern - Reception and monitoring

The student will retain his/her previous status throughout the duration of the internship in the host organisation and will receive regular monitoring from the HE institution. The host organisation will designate a host organisation tutor who will be responsible for mentoring the student and optimising the conditions for carrying out the internship.

Throughout the duration of the internship, the student may return to the HE institution for any lessons they are explicitly required to take as part of the course or to attend meetings, provided the host organisation is informed of the dates by the HE institution and the student receives authorisation to travel, if applicable.

Terms of monitoring :

Article 5 : Remuneration - Benefits in kind - Reimbursement of expenses

When the length of the internship is longer than two months (consecutive or non-consecutive) and the internship takes place in a public or private enterprise, an association or a commercial or industrial public institution on French territory, the intern must receive remuneration.

When the length of the internship is longer than two consecutive months and equal to at least 40 working days , and the internship takes place in administration or an administrative public institution of government on French territory, the intern must receive remuneration.

Remuneration is fixed by a sector-specific or professional agreement, or failing this, at 15% of the hourly social security limit defined in accordance with article L 241-3 of the Social Security Code.

For internships in administration or an administrative public institution of government, remuneration must be equal to the hourly limit outlined above.

When the duration of the internship is less than or equal to two months and takes place in a public or private enterprise or an association on French territory, the student may receive remuneration.

Amount of remuneration (if different to legal amount) : 1793 euros Gross per month

Method of payment of remuneration :

If an intern receives benefits in kind (for example, free meals), the amount representing the value of these benefits will be added to the monthly amount of remuneration before comparison with 15% of the hourly social security limit for a legal duration of weekly work equal to 35 hours.

Accommodation and travel costs incurred by the student at the request of the organisation in addition to any training expenses required to carry out the internship will be covered by the organisation in accordance with the terms in force within the organisation.

List of benefits provided :

Interns can access social and cultural activities listed in article L2323-83 of the Employment Code under the same conditions as salaried employees.

When the internship takes place in administration or in an administrative public institution of government, the student's assignment expenses will be covered under the 2006-781 decree, with the place where the internship takes place as the place of work for administrative purposes.

For internships in administration or administrative public institutions of government: travel expenses for travel between the place of residence and the place of work will be covered in accordance with the conditions outlined in decree 2010-676 : No.(please indicate yes or no).

Article 6 : Social security

The student remains affiliated with his/her prior social security system throughout the duration of the internship and will retain student status. In the case of internships undertaken abroad, social security must be informed and verification must be received from them prior to the departure of the student. The following clauses are applicable subject to compliance with the legislation of the host country and legislation governing the type of host organisation:

6.1 Remuneration less than or equal to 15% of the hourly social security limit multiplied by the number of hours of internship completed within the month in question :

In accordance with the legislation in force, in this situation, the remuneration received for the internship is not subject to social security contributions. The student continues to benefit from the legislation relating to accidents in the workplace under article L 412-8-2 of the Social Security Code, student scheme. In the event of the student being involved in an accident, regardless of whether this takes place whilst undertaking work in the organisation, during travel or on any premises pertaining to fulfilling the requirements of the internship, and for students of medicine, dentistry or pharmacy who do not hold a medical position, in relation to medical internships carried out under the conditions outlined in section b) of 2o of article L 412-8, **the host organisation shall send a declaration to the "Caisse Primaire d'Assurance Maladie"** (healthcare insurance office) (see address on the first page), specifying the institution as the employer, **and must send a copy to the institution.**

6.2 Remuneration greater than 15% of the hourly social security limit multiplied by the number of hours of internship completed within the month in question:

Social security contributions are calculated on the difference between the amount of remuneration and 15% of the hourly social security limit for a legal duration of weekly work equal to 35 hours.

The student benefits from legal cover in accordance with the clauses of article L 411-1 and onwards of the Social Security Code. In the event of the student being involved in an accident, regardless of whether this takes place whilst undertaking work in the organisation, during travel or on any premises pertaining to fulfilling the requirements of the internship, the host organisation will take all necessary steps required by the "Caisse Primaire d'Assurance Maladie" and inform the HE institution as soon as possible.

6.3 Health protection for interns abroad :

1) Protection under the French student scheme :

- For internships in the European Economic Area (EEA) undertaken by students who are nationals of member states of the European Union, the student must obtain a European Health Insurance Card (EHIC).

- For internships carried out in Quebec by students who are French nationals, the student must obtain a SE401Q form (104 for internships in companies, 106 for internships in universities).

- In all other cases:

Students who incur health costs abroad can be reimbursed by the organisation which serves as "Caisse de Sécurité Sociale" for students, on their return to France and on the presentation of documentary evidence: the reimbursement is granted on the basis of French healthcare costs, meaning major differences may exist.

° It is therefore strongly recommended that the student takes out additional private health insurance which is valid in the country where the internship takes place and for the duration of the internship, with the host organisation of his/her choice (student insurance company, insurance company of parents, private company on a one-off basis.).

° **Exception** : if the host organisation provides the student with health insurance pursuant to the clauses outlined in local law (see section 2) below), the student can choose to benefit from this local health insurance cover. Before making a decision, the student should verify the specific details of cover provided.

2) Protection from the host organisation :

By ticking the appropriate box, the host organisation indicates hereunder if it will provide the intern with health insurance pursuant to local law :

YES (this is in addition to the rights of the student under the French student insurance scheme, which continues when the student is abroad)

✓ **NO** (protection follows exclusively from the rights of the student under the French student scheme, which continues when the student is abroad)

If neither of these options is ticked, section 1) of article 6.3 will apply.

6.4 Occupational accident insurance for interns abroad

1) In order to benefit from French legislation in relation to occupational accident cover, the present internship must :

- Be no longer than 12 months, including any extensions
- Not give rise to any remuneration likely to grant rights to occupational accident insurance in the foreign country (an allowance or remuneration is accepted up to 15% of the hourly social security limit for a legal duration of weekly work equal to 35 hours subject to the consent of the "Caisse Primaire d'Assurance Maladie").

- Take place exclusively in the company party to the present contract.

- Take place exclusively in the foreign country stated.

When these conditions are not fulfilled, the host organisation agrees to pay contributions for the protection of the intern and to make the necessary declarations in the event of an accident in the workplace.

2) The declaration of occupational accidents is the responsibility of the HE institution who must be informed by the host organisation in writing within 48 hours.

3) The student is covered for accidents occurring :

- Within the confines of the location of the internship and the hours of the internship.
- On the daily journey between the place of internship and the place of residence abroad.
- On the journey between the place of residence of the intern on French territory and the place of residence abroad (at the beginning or the end of the internship).
- In the course of any assignment commissioned by the host organisation and where the activity is a necessary part of the given assignment.

4) In the event that any condition outlined in point 6.4 1) is not met, in accordance with the present contract, the host organisation agrees to provide cover for the intern against the risk of a workplace or travel accident and against occupational diseases and to provide any declarations required.

5) In all cases,

- If a student suffers an accident in the workplace during the internship, it is imperative that the host organisation informs the HE institution of the accident immediately.

- If a student completes limited tasks outside of the host organisation or outside the country where the internship takes place, the host organisation must make all the necessary arrangements to provide the student with appropriate insurance.

Article 7 : Civil liability and insurance

The host organisation and the student declare that they have civil liability coverage.

Regardless of the nature of the internship and the destination country, the intern agrees to obtain cover for him/herself by way of a general insurance policy (medical repatriation, legal assistance, etc) and a personal accident insurance policy.

If the host organisation provides the intern with a vehicle, it is the responsibility of the host organisation to confirm beforehand that the vehicle insurance policy covers use of the vehicle by a student.

When the student uses his/her own vehicle or a vehicle loaned by a third party within the framework of the internship, the student expressly agrees to declare this use to the insurer of the said vehicle, and if required, to pay the relevant premium.

Article 8 : Conduct

Throughout the internship, the student is subject to the conduct and internal regulations of the organisation, specifically, in relation to hours of work, and hygiene and safety regulations in force within the host organisation.

Disciplinary procedures may only be determined by the HE institution. In the event of a breach of discipline, the host organisation should inform the HE institution of the breach(es) and provide the constitutive elements.

In the event of a particularly serious breach of discipline, the host organisation reserves the right to terminate the internship while respecting the clauses fixed in article 9 of the present contract.

Article 9 : Leave of absence and curtailment of internship

Any difficulties which occur during the course of the internship shall be brought to the attention of all parties concerned in order to resolve the issue as soon as possible.

Temporary curtailment :

During the course of the internship, the intern can take annual leave subject to approval from the host organisation and with respect of the duration of the internship.

For any other temporary curtailment of the internship (illness, maternity, unauthorised absence.), the host organisation should inform the HE institution representative in writing.

Definitive curtailment :

In the event that one of the three parties (host organisation, HE institution, student) wishes to permanently curtail the internship, the party in question shall inform the other parties in writing immediately. The reasons outlined will be considered together. A definitive decision to curtail the internship will only be made after this dialogue phase.

Article 10 : Duty of circumspection and nondisclosure

The duty of circumspection is absolute. In this respect, intern students agree that in no circumstances will they use information they have gathered or obtained, including the internship report, for the purpose of publication or communication with third parties, without prior consent from the host organisation. In addition to the duration of the internship, this continues to apply after the internship has ended. The student agrees not to keep, take or make a copy of any document or software belonging to the host organisation, regardless of its nature, without consent from the host organisation.

Note: Within the framework of nondisclosure of information contained within the report, the host organisation can request a restriction on the distribution of the report and even the withdrawal of certain elements of highly confidential information.

Those who have knowledge of the information contained within the report are restricted by professional confidentiality not to use or disclose any information contained therein.

Article 11 : Intellectual property

In accordance with the Intellectual Property Code, if the work undertaken by the intern results in the creation of a piece of work protected by copyright or industrial property (including software), and if the host organisation wishes to use the work and the student consents to this, a contract should be drawn up and signed by the intern (author) and the host organisation. The contract should notably include the extent of transferred rights, the conditions of exclusivity, the destination of the work, the resources used and the duration of the transfer of rights as well as the total remuneration owed to the student in relation to the transfer of rights, if applicable. **This clause also applies in the case of internships carried out in public institutions.**

At Gif-sur-Yvette, on

On behalf of the higher education institution
(Name and signature of the representative)

Duval Didier

Article 12 : Recruitment

In the event that a work contract is signed by the host organisation and comes into effect before the end date of the internship, the present contract will become null and void; the HE institution is no longer responsible for the student. It is imperative that the HE institution is informed of the work contract before it is signed.

On behalf of the host organisation
(Name and signature of the representative)

Article 13 : End of internship - Report - Evaluation

At the end of the internship, the host organisation will provide the intern with an internship certificate and will complete an evaluation form in relation to the performance of the intern (see appendix) which should be returned to the HE institution.

Lionel Lassalle

At the end of the internship, the student shall: (specify the nature of work to be provided by an attachment in the appendix, if necessary) State the terms of validation of the internship, if required : Number of ECTS credits :

The student
(Name and signature of the representative)

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Quality evaluation of the internship: At the end of the internship, the three parties involved are invited to formulate an appraisal of the quality of the internship.

D'Hebrail Pierre

The host organisation tutor or any other member of the host organisation required to visit the HE institution as part of the preparation, implementation or validation of the internship may not claim reimbursement or compensation from the HE institution.

The teacher referent of the Intern

An addendum to the contract may be drawn up in the event of an extension of the internship at the request of the host organisation and the student. The date of the end of the internship may not take place after the 31th December of the year in question, under any circumstances.

Cabaret Laurent

The successive hosting of interns undertaking internships in a certain post under internship contracts is only possible after a waiting period equal to a third of the duration of the previous internship. This clause is not applicable when the previous internship was curtailed by the student before the end of the contract.

The internship tutor of the host organization

Lassalle Lionel

STUDENT WORK PLACEMENT CHARTER

*The Minister for Employment, Social Cohesion and Housing
The Minister for Higher Education and Research
The Minister for Employment, Labour and Professional integration of young people
The Minister for Higher Education and Research*

I - INTRODUCTION

Today, the development of work placements is crucial to the professional orientation and integration of young people. Work placements enable theoretical knowledge to be used in a professional setting and give students experience of the business world and work. From this point of view, it is vital to underscore the pedagogical aim of work placements, which means that work placements cannot take place without reference to the relevant course. On no account may work placements be considered as employment. The aim of this charter, which has been drafted by government departments, representatives from companies, representatives of higher education establishments and student representatives, is therefore to stabilise the way work placements are carried out, whilst enabling them to be developed in a way that is of benefit both to young people and to businesses.

II - SCOPE AND DEFINITION

1 - Scope of the charter

The charter applies to all work placements of students in companies, without prejudice to the particular rules applicable to regulated professions.

2 - The work placement

The work placement forms part of a pedagogical project and is meaningful only with respect to this project. It follows that the work placement: - enables knowledge to be put into practice in a professional setting; - facilitates movement from the world of higher education to the business world. On no account may work placements be considered as employment.

III - PROCEDURES GOVERNING WORK PLACEMENTS

1 - Formalising planned work placements

Work placements are envisaged in liaison between a member of teaching staff from the establishment, a representative of the company and the student. The planned work placement is formalised in the agreement signed by the educational establishment, the company and the student.

2 - The agreement

The agreement specifies the commitments and responsibilities of the educational establishment, the company and the student. The mandatory sections are specified in an appendix to the charter.

3 - Duration of the work placement

The duration of the work placement is specified during the initial contacts between the educational establishment and the company. The student is kept informed of this. The duration of the work placement is explicitly specified in the work placement agreement.

4 - Supervisors

All work placements come under dual supervision : - by a member of the establishment's teaching staff; - by a representative of the company. The member of teaching staff and the company representative work in cooperation, are informed and inform each other of the progress of the work placement and any difficulties which may occur. The supervisor from the educational establishment guarantees the coherence of the aims of the work placement and those of the training course, in line with the principles of this charter. Their respective institutions recognise the necessary investment, notably in terms of time, required for supervisory duties.

5 - Assessment

a - Assessment of the student

The student's work is assessed by both the work placement supervisors. Each educational establishment decides on the value they place on work placements planned as part of the academic course. The exact methods of assessment are specified in the agreement.

The assessment is filled in on an "assessment sheet" which, together with the agreement, forms the "work placement file". This work placement file is kept by the educational establishment.

b - Assessment of the work placement

The signatories of the agreement are invited to give their assessment of the quality of the work placement.

IV - COMMITMENTS OF THE PARTIES

1 - Commitment of the student with respect to the company

The student undertakes to :

- fulfil their mission and be available for the tasks entrusted to them;
- observe the company rules, its codes and culture;
- observe the non-disclosure requirements established by the company;
- write, where required, the report or dissertation for the set deadline: this document must be presented to the company managers before being presented for academic purposes (where the content makes this necessary, the dissertation may, at the request of the company, remain confidential).

2 - Commitment of the company with respect to the student

The company undertakes to :

- offer a work placement in line with the pedagogical project defined by the educational establishment;
- welcome the student and provide them with the resources for them to be successful in their mission;
- appoint a work placement supervisor or supervisory team with the task of
 - * guiding and advising the student;
 - * informing them of the rules, codes and culture of the company;
 - * enable their integration into the company and provide access to necessary information;
 - * help them to gain the necessary skills;
 - * monitor their work regularly;
 - * assess the quality of the work done;
 - * advise them with respect to their professional project;
- write a work placement certificate describing the missions performed which can be enclosed with the student's CV in the future.

3 - Commitment of the higher education establishment with respect to the student

The educational establishment undertakes to :

- define the objective of the work placement and ensure that the proposed work placement meets these objectives;
- help the student look for a work placement;
- prepare the student for the work placement;
- supervise the student throughout their work placement, by appointing a member of teaching staff who will ensure that the work placement runs smoothly; provide the latter with the tools necessary for the student to appraise the quality of the work placement;
- for higher education courses for which it is a requirement, guide and advise them in writing their work placement report or dissertation and organise its presentation, including allowing a representative of the company to be present.

4 - Commitment of the company and the educational establishment

The company and higher education establishment undertake to exchange the necessary information before, during and after the work placement. They will also observe their respective rules with respect to non-disclosure and professional practice.

5 - Commitment of the student with respect to the educational establishments

The student undertakes to give an appraisal of the quality of their work placement to their educational establishment.