



Standard internship contract

The present document in English is a translation from the original French document, for information purposes.

Only the French original document should be signed **and can be considered binding in the case of litigation or dispute of any kind.**

Delegation ▶

Department of Human Resources

INTERNSHIP AGREEMENT

With regard to the stipulations of decree n°2009-885 dated 21 July 2009 regarding the procedures for hosting higher education students as interns in non-industrial, non-commercial public administrations and institutions...

The present contract is concluded between the parties designated hereafter :

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (FRENCH NATIONAL CENTER FOR SCIENTIFIC RESEARCH), a public institution devoted to scientific and technological research, hereafter designated as **CNRS**, headquartered at 3 Rue Michel Ange, 75794 Paris Cedex 16, France, represented by its president Mr Alain FUCHS, who has delegated his signing authority for the present contract to ▶ , regional representative ;

Acting both in his own name and in the name and on behalf of

(1) ▶

(2) ▶

Address of the internship site and name of the host department ▶

Directed by ▶

Hereafter designated as "**the host laboratory**,"

And

(3) ▶

Represented by ⁽⁴⁾ ▶

(1) Name of the laboratory written out in full.

(2) Specify the type of laboratory: intramural, joint, temporary or other type of research unit.

(3) Name, status (school, scientific-cultural-professional public institution, etc.) and address of the institution written out in full (university, school, institute, etc.).

(4) Specify function and title (president or director, or representative of the president or director), followed by Mr. or Ms., first name and last name.

Hereafter designated as "**the educational institution**",

And

The intern (last name, first name) ▶

Born on ▶

Address ▶

Name of curriculum and/or degree program ▶

Hereafter designated as "**the intern.**"

Article 1 - PURPOSE

The primary goal of the internship is to offer the student an opportunity to put his or her theoretical knowledge into practice while gaining experience in a scientific working environment.

A period of observation and practical training, the internship is part of a pedagogical curriculum and cannot be associated with the practice of a professional activity.

Article 2 - PEDAGOGICAL INTENT AND CONTENT OF THE INTERNSHIP⁽⁵⁾

The internship program, its goals and purposes, as well as the activities assigned to the intern are defined by the educational institution and the director of the host laboratory, in keeping with the overall program and pedagogical goals of the educational institution, as well as the host laboratory's research fields.

The goals and purposes of this internship are as follows ▶

The activities assigned to the intern are as follows ▶

⁽⁵⁾ To be specified by the person in charge of the internship at the host laboratory, in agreement with the educational institution.

Article 3 - DURATION

The present internship will take place from (date) ▶ to (date) ▶
It is specified that the duration of the internship cannot exceed six months, including extensions. However, this maximum duration does not apply to internships within curricula that require internships of a longer duration.

The intern's effective presence ⁽⁶⁾ will be required for a total of ▶ days during the internship period.

The intern's presence will be required for a total of ▶ hours per week, amounting to ▶ hours per month.

If the intern's presence is required in the host laboratory at night, on Sundays or on public holidays, the host laboratory must specify the conditions of this presence herebelow ▶

Article 4 - STATUS OF THE INTERN – HOSTING AND SUPERVISION

4.1 - Within the educational institution

Name of the person in charge of the internship within the educational institution ⁽⁷⁾ :

▶

During his or her curriculum, including throughout the duration of the internship, the intern remains a student of the educational institution. Consequently he or she remains under the responsibility of the educational institution and must comply with all the obligations imposed by such institution.

The intern can return to the educational institution during the internship, in particular for the purpose of participating in pedagogical activities or to follow certain classes. The host laboratory must be informed in advance of the dates of any such activities.

4.2 - Within the host laboratory

The intern is placed under the supervision of ⁽⁸⁾ :

▶

Throughout the duration of the internship, the intern works at the host laboratory, and undertakes to carry out all of his or her assigned activities.

The laboratory must provide the intern with the material resources needed to carry out his or her assignments, and must ensure that the intern has access to all documentation needed for the proper completion of the internship activities.

⁽⁶⁾ Days can be consecutive or non-consecutive and are to be counted in terms of calendar days regardless of the number of hours worked on any given day.

⁽⁷⁾ To be specified by the educational institution.

⁽⁸⁾ Last name, first name and functions, status or title of the person at the laboratory in charge of supervising the intern's activities.

During the time spent at the host laboratory, the intern is subject to the laboratory's internal regulations (or, in the absence of which, the regulations in force), in particular concerning conduct, working hours and the completion of the internship, as well as all hygiene, health and safety regulations.

Article 5 - COMPENSATION - REIMBURSEMENTS

The intern cannot claim any remuneration from CNRS during the internship.

However, any internship of a duration exceeding two consecutive months, provided that the effective number of days of presence during the internship period is equal to or greater than 40 (see article 3), must be compensated starting from the 1st day of the 1st month of the internship.

The hourly rate of compensation is equal to 12.50% of the hourly cap set by the French national health insurance authority (*Sécurité Sociale*) and will be adjusted automatically depending on the evolution of the value of such cap.

The compensation is paid monthly; its amount is determined based on the intern's total number of hours of effective presence during the month.

The monthly amount of compensation attributed to the intern totals ▶ € , as of the date of signature of the present agreement.

In addition, the intern can be eligible for the partial reimbursement of a transportation pass used for travel between his or her place of residence and the host laboratory, as well as the reimbursement of any expenses incurred as part of the internship, according to the procedures in force at CNRS.

Article 6 - SOCIAL PROTECTION – CIVIL LIABILITY

During the internship, the intern continues to be covered by the French national health insurance (*Sécurité Sociale*) scheme to which he or she has subscribed for health and maternity insurance, and continues to benefit from any potential family allowances.

The intern certifies that he or she holds personal civil liability insurance covering any personal actions that might cause loss or injury to the staff of the host laboratory or to third parties during the internship period.

With regard to risk management in relation to workplace accidents, the intern is subject to articles L.412-8 and R.412-4 of the French national health insurance (*Sécurité Sociale*) code.

Interns who are nationals of a member state of the European Union or the European Economic Area or Switzerland must submit form E101 certifying that they are covered by national health insurance in their home country and that they are insured against workplace accidents and occupational hazards.

Interns who are nationals of a state with which France has concluded a bilateral health insurance treaty must provide the certificates provided for in the said treaty establishing that they are covered against workplace accidents and occupational hazards.

In all other cases, for non-French interns the risk of workplace accidents is covered by their higher education institution under the French national health insurance scheme.

If the intern suffers an accident during or due to his or her internship, the director of the host laboratory will as soon as possible transmit to the educational institution a copy of the workplace accident declaration that is submitted to the appropriate health insurance authority.

Article 7 - CONDUCT

If the intern fails to meet professional obligations and standards, or if the internship does not fulfill the commitments made by the signatory parties under the terms of the present contract, the director of the host laboratory reserves the right to terminate the internship. He or she must give advance notice to the person in charge of the internship at the educational institution and ensure that the latter has acknowledged receipt of the notification before the intern's departure.

Article 8 – ABSENCE

After duly informing the person in charge of the internship at the host laboratory, the intern is authorized to be absent for the purpose of fulfilling obligations that have been confirmed by the educational institution.

Any unjustified absence by the intern during the internship period must be reported by the host laboratory to the educational institution.

Article 9 - INTELLECTUAL PROPERTY

The intern hereby assigns to CNRS, free of charge, any industrial property rights that might arise from the results that he or she obtains or helps obtain during the time spent working at the host laboratory. Whenever applicable, CNRS is responsible for sharing such intellectual property rights with any contractual partners, in particular any institutions with which it jointly operates the host laboratory.

Any results protected by author's and artistic copyright that the intern might obtain or help obtain during the time spent working at the host laboratory will also become the property of CNRS, and of any contractual partners, under the terms of agreements for the assignment of rights that the intern agrees to sign over the course of the internship, on a case by case basis.

CNRS and its contractual partners, if any, shall alone have the right to register the intellectual property rights corresponding to the results assigned by the intern.

The intern agrees to provide all necessary assistance and support to the procedures for the protection of these results, in particular for the filing of an application for, maintenance and defense of any patents, in France and/or abroad.

CNRS and its contractual partners, if any, agree to ensure that the intern be named as the inventor in any corresponding patent applications, unless otherwise instructed by the intern.

Article 10 - CONFIDENTIALITY - PUBLICATION - COMMUNICATION

The intern will consider as strictly confidential any and all information of any kind, communicated by any means, which he or she might acquire during the time spent working at the host laboratory.

Consequently, the intern agrees to maintain professional secrecy with regard to any third parties concerning the host laboratory's activities related to the content of the internship, as well as any other CNRS activities of which he or she might have knowledge, in particular resulting from visits to other research units or laboratories.

During the internship and for two years thereafter, any written or oral publications or communications made by the intern regarding the content of the internship must be

authorized in advance in writing by the director of the host laboratory. Any refusal to grant such authorization must be duly justified. In any event, authorizations to publish must be obtained within a period of three months, except when the publication or communication relates to results of activities - pursued during the internship - that could be subject to protection as intellectual property, in which case the maximum time period may be extended to 18 months.

Any authorized publications and communications by the intern must expressly mention CNRS, the name of the host laboratory and of any other institutions that jointly operate it, and must specify the context in which the internship took place.

Article 11 - EVALUATION - REPORT - CERTIFICATE

The educational institution will ask the director of the host laboratory to undertake an assessment of the intern's performance in relation to the goals and purposes of the internship as well as the assigned activities.

Upon completion of the internship, the intern must prepare an internship report to be submitted to the host laboratory. CNRS will give the intern a certificate indicating the duration of the internship completed at the host laboratory and the nature of the activities carried out.

Article 12 – TERMINATION

In the case that any of the three contracting parties desires to terminate the internship before its completion, that party must immediately inform the other two parties in writing. The final decision on whether to cancel the internship will be made after consultation.

Article 13 - AMENDMENT

Any amendment of the present agreement must be made in writing and signed by the contracting parties.

Signed in (place) ▶ _____ , on (date) ▶ _____
In triplicate,

P/ President of CNRS
Regional Representative

President of the University
or **Director of the Institution**

Intern

Stamp of the Director
of the Host Laboratory