

Law n°2014-788 of 10 July 2014. Decree n°2014-1420 of 27 November 2014

# INTERNSHIP AGREEMENT

## **BETWEEN**

## 1 - THE TEACHING OR TRAINING ESTABLISHMENT

Name: The National Institute of Applied Sciences of Toulouse

Adress: 135 Avenue de Rangueil, 31077 TOULOUSE Cedex 4

Represented by: Bertrand RAQUET Title of representative: Director

Internship office contact: Tel 05.61.55.92.55/95.97

Email: stages@insa-toulouse.fr Designated by « l'INSA »

## 2 - THE HOST ORGANISATION

Name: ALLETTE SYSTEMS PTY LTD

Adress: level 2, 73 union street 2009 PYRMONT, NSW AUSTRALIE

Represented by: LAURET CHRISTOPHE Title of representative: INGÉNIEUR

Department in which the internship will be carried out: software

quality

Telephone: +61296608866

Email: clauret@weborganic.com.au

Internship location: level 2, 73 union street 2009 PYRMONT, NSW

**AUSTRALIE** 

Designated by « the host organisation »

### 3 - The Intern

Last name: TAILLARDAT First name: ELIE

Social Security N°: 196073155587978

Personal Address: 150 CHEMIN DE FORT 31370 BÉRAT FRANCE

Telephone: +33695427564
Email: taillard@etud.insa-toulouse.fr

Title of training or course of study followed in the institution of higher learning:

3È ANNÉE INGÉNIERIE DES MATÉRIAUX, COMPOSANTS ET SYSTÈMES (3 IMACS)

Designated by « the intern »

**SUBJECT OF INTERNSHIP**: SOFTWARE QUALITY IN WEB APPLICATIONS

Assigned activities: programming, functional and integration testing, software documentation

Internship start date: 12/06/2017 Internship date of completion: 18/08/2017

Representing a total duration of 375 hours

And corresponding to 50 days of effective presence at the host organisation.

Comments: Nights -> No - Sundays -> No - Holidays -> No

## SUPERVISION OF THE INTERN BY THE TEACHING ESTABLISHMENT

SUPERVISION OF THE INTERN BY THE HOST ORGANISATION

Last name and first name of the referring instructor: Claude Maranges

Last name and first name of the advising internship supervisor: LAURET CHRISTOPHE

Email: maranges@insa-toulouse.fr

Telephone: +61466606761 Email: clauret@weborganic.com.au

Position: INGÉNIEUR

#### Article 1 - Object of the agreement

The present agreement regulates the relations between the host organisation, the teaching establishment and the intern.

### Article 2 - Educational plan: skills to acquire and develop

The program INSA contains an educational volume of more than 200 hours a year of education.

The objective of this internship is to carry out an applied work project, in the intern's pre-orientation field, putting into practice the skills acquired at INSA, in an industrial context and at the level of a technician.

#### Article 3 - Terms and conditions of the internship

The weekly presence of the intern in the host organisation will be 37 H 30 MIN on a full time basis.

Extension of the internship period: will be motivated by educational considerations, and subject to authorisation by INSA for an exception, at the request of the host organisation and of the intern. Any extension must remain within the limits of the university year, and must be the object of an amendment to this agreement.

#### Article 4 - Reception and supervision of the intern

Every internship will be doubly supervised by a referring instructor from INSA and by a supervising advisor from the host organisation.

The intern is monitored by the referring instructor designated in the present agreement, as well as by the department of the teaching establishment in charge of internships. The supervising advisor designated by the host organisation in the present agreement is charged with assuring the monitoring the intern's progress, and of optimising the conditions necessary to carry out the internship in conformance with the defined educational requirements.

The intern, throughout his internship within the structure of the host organisation, remains a student of INSA. The intern will be able to return to INSA during the internship session to pursue any educational activity.

Make up sessions: the intern commits to being present at examination dates set by the company; no alternative arrangement being possible.

The host organisation may authorise the intern to travel.

Any difficulty arising during the realisation and carrying out of the internship, whether recognised by the intern or by the internship supervising advisor. must be brought to the attention of the referring instructor of the teaching establishment to be resolved as quickly as possible.

### Article 5 - Bonus payments - Fringe benefits

In France, when the duration of the internship is greater than two months consecutive or not (> or = 309 hours) in the same university year, the internship is obligatorily the object of a bonus payment, except in the case of particular rulings applicable in certain French overseas communities and for internships governed by article L4381-1 of the public health code.

The hourly amount of the bonus payment is set at 15 % of the social security hourly ceiling defined in application of article L.241-3 of the social security code. Industry norms or professional agreements may define an amount superior to this rate.

If the social security hourly ceiling is re-evaluated during the course of the internship, the amount of the bonus payment must take the re-evaluation into account. A bonus payment due from a state-owned company or governmental agency may not be doubled up with remuneration paid by the same organisation during the period concerned.

The bonus payment is due without prejudice to reimbursal for expenses incurred carrying out the internship, and of benefits offered, as the case may be, for food, lodging and transportation.

The organisation may decide to pay a bonus for internships lasting less than or equal to two months. In case of suspension or cancellation of the present agreement, the amount of the bonus payment is prorated in function of the actual duration of the internship carried out.

The length of time giving rise to the right of a bonus payment is appraised in light of the present agreement and possible amendments, as well as the number of days of effective presence by the intern at the host organisation.

The calculation of the intern's presence is based on the following formula: 1 month corresponds to an effective presence of 22 days, consecutive or not, and 7 hours of presence, consecutive or not, counts as 1 day.

In a public governmental establishment or administrative agency of a non-commercial or industrial nature, the total bonus payment may not exceed the minimum defined rate.

The total amount in Euros of the bonus payment for the entire internship is set at: APPROX. 3200€

Complementary compensation (food, lodging, expenses, fringe benefits, means of reimbursal for transportation, ...): Nothing

Moving and housing expenses incurred by the intern at the request of the host organisation, as well as expenses for training potentially necessary for the internship, will be entirely taken in charge by the host organisation.

Interns have access to the same rights and fringe benefits as employees (privately owned companies) or as agents or civil servants (state owned companies).

## Article 6 - Social protection affiliation

During the period of his internship, the intern remains affiliated with the same social security agency as he had formerly.

When requested by social security, for internships carried out in a foreign country, the intern sends notification to social security before his/her departure.

For internships in a foreign country, social security provisions are applicable subject to conformity with legislation in the host country and laws regulating the type of host organisation.

## 6.1 - Bonus payment of the maximum total of 15 % of the social security hourly ceiling:

The bonus payment is not subject to social security contributions. The intern benefits from legislation regarding accidents in the workplace under the student category in article L.412-8 2° of the social security code.

In case an accident occurs to the intern during the course of his activities within the organisation, during the course of his travel, or at locations deemed opportune for needs of the internship, the host organisation sends the accident declaration to the Primary Health Insurance Agency [la Caisse Primaire d'Assurance Maladie] mentioning the teaching establishment as employer, with a copy sent to the teaching establishment.

## **6.2 - Bonus payment greater** than 15 % of the social security hourly ceiling:

Social security contributions are calculated on the difference between the total of the bonus payment and 15 % of the social security hourly ceiling.

The student benefits from legal coverage in application of provisions in articles L.411-1 et seg. of the social security code. In case of an accident occurring to the intern during the course of his activities within the organisation, during the course of his travel, or at locations deemed opportune for needs of the internship, the host organisation carries out all necessary measures with respect to the Primary Health Insurance Agency [la Caisse Primaire d'Assurance Maladie] and informs the teaching establishment as quickly as possible.

In case an accident occurs to the student intern either at the location of his internship, during travel to, or during travel necessary for the internship, the host organisation immediately notifies INSA (stages@insa-toulouse.fr).

#### 6.3 - Health Protection for the intern while in a foreign country:

1/ Protection derives from his/her status as a French student (for social security information see the site cleiss.fr)

- for internships within the European Economic Area (EEA), carried out by nationals of a European Union state, or of Norway, Iceland, Lichtenstein or Switzerland, or of any other state (in this latter case, this disposition is not applicable for an internship in Norway, Iceland, Lichtenstein or Switzerland), the student must request a European Health Insurance Card [Carte Européenne d'Assurance Maladie (CEAM)].
- for internships carried out in Quebec by students of French nationality, the student must request the form SE401Q (104 for internships at businesses, 106 for internships at the university);
- in all other cases, students who incur health care expenses may be reimbursed by the mutual insurance company that serves as their social security student health insurance agency [Caisse de Sécurité sociale étudiante], upon their return and upon presentation of proof of charges : reimbursal is made on the basis of French health care costs.

There may be a significant disparity between costs incurred and reimbursement based upon French health care rates.. **Students are strongly advised to obtain a specific complementary Health Insurance policy**, valid for the country and duration of the internship, from the insurance provider of their choice (student mutual insurance, family mutual insurance, a private health insurance company for this purpose) or possibly, after verification of the extent of proposed coverage, from the host organisation, if it provides Health Insurance coverage to the intern in virtue of local law. 2/ Social welfare protection from the host organization

By checking the appropriate box below, the host organization indicates whether it provides health insurance coverage to the intern under local law:

- : This coverage is in addition to the maintenance abroad of rights granted under French law
- 🗵 : coverage is thus exclusively provided from the maintenance abroad of rights granted under the French student coverage framework If neither box is checked, item 6.3-1 shall apply.

### 6.4 - Work Accident Protection for interns in a foreign country:

1) In order to benefit from French legislation regarding coverage for work accidents, the present internship must:

- be of a maximum duration of six months including extensions;
- not give rise to any remuneration which might confer rights to work accident protection in the host country; compensation or bonus payments are allowed within the limit of 15 % of the social security hourly ceiling (cf point 5), and subject to agreement by the Primary Health Insurance Agency [la Caisse Primaire d'Assurance Maladie], upon request to retain these rights;
- take place exclusively within the organisation signatory to the present agreement;
- take place exclusively in the foreign host country cited.

When these conditions are not fulfilled, the host organisation commits to pay contributions for the protection of the intern and to make the necessary declarations in case of a work accident.

2) The declaration of work accidents falls to the teaching establishment which must be informed in writing by the host organisation within a period of 48 hours.

# 3) Coverage applies to accidents arising:

- on the internship premises and during internship hours,
- along the usual round-trip route between the intern's residence in the foreign territory and the location of the internship,
- within the context of an assignment entrusted to the intern by the host organisation, and necessarily with authorisation for the task,
- during the initial journey from his domicile to the place of his residence during the internship (travel on the date of the beginning of the internship),
- during the final return journey from the intern's residence during the internship to his personal domicile.

4) In the case of non-fulfilment of any single condition specified in article 6.4-1 the host organisation commits to cover the intern for risks of work accidents, travel, and occupational maladies and to assure all the necessary declarations.

## 5) In all cases:

- if the student is the victim of a work accident during the internship, the host organisation must imperatively immediately notify the teaching establishment of the accident:
- if the student is fulfilling limited assignments outside the host organisation or outside of the country of the internship, the host organisation must take all necessary measures to furnish the student with the appropriate insurance coverage.

An information sheet presenting the rules and regulations of the host country regarding the rights and obligations of the intern will be attached to the agreement by the host organisation (country information sheet [fiche pays], see site diplomatie.gouv.fr).

## Article 7 - Civil liability and insurance

The host organisation and the intern declare that they are insured with respect to civil liability.

For internships taking place in a foreign country or overseas, the intern commits to obtaining an emergency assistance insurance (repatriation on medical grounds, legal assistance) and an individual accident insurance policy.

When making a vehicle available to the intern, the host organisation must verify in advance that the insurance policy of the vehicle covers usage by the intern, and that the intern has a valid driver's license.

When, during the course of his internship, the student uses his own vehicle or a vehicle borrowed from a third party, the student must expressly declare the proposed usage to the insurer of the vehicle and, if required, pay the associated premium.

## Article 8 - Discipline

The intern is subject to applicable discipline and interior regulatory provisions brought to his attention prior to starting the internship, notably regarding work hours and rules of health and safety in practice in the host organisation.

The decision to bring disciplinary action may only be taken by the teaching establishment. In such case, the host organisation informs the referring instructor and the teaching establishment of the transgression, and may provide substantiating information.

In case of a particularly serious disciplinary breach, the host organisation reserves the right to terminate the internship, respecting the provisions set out in article 9 of the present agreement.

## Safety

The host organisation attests that the internship will be carried out in conditions that will not endanger the safety of the intern, in particular when the internship or a part of the internship is to be performed in a foreign country. It is forbidden to entrust dangerous tasks to the intern.

### Article 9 - Leave - Interruption of the internship

In France (excepting particular regulations applicable in certain French overseas communities or in state agencies)), in case of pregnancy, paternity or adoption, the intern benefits from leave and approved absence for a period equivalent to that prescribed for employees in articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37, L.1225-46 of the work code.

For internships longer than two months, and within the maximum duration of six months, leave or approved absence is possible.

For any other form of temporary interruption to the internship (illness, unexcused absence) the host organisation notifies the teaching establishment by

mail.

All interruptions to the internship are reported to the other parties of the agreement and to the referring instructor. A means of validation may be set up by the teaching establishment when necessary. When agreed upon by the parties to the agreement, an end of internship report is possible so as to allow carrying out the total duration of the internship initially foreseen. This report will be the subject of an amendment to the internship agreement.

The agreement may be amended to extend the internship when jointly requested by the host organisation and the intern, recognising the maximum internship duration allowed by law (6 months).

In case one of the three parties (host organisation, intern, teaching establishment) wishes to terminate the internship, that party must immediately inform the other two parties in writing. The reasons cited will be examined in close consultation. The final decision to interrupt the internship will only be taken at the completion of this phase of consultation.

#### Article 10 - Non-disclosure and confidentiality

The obligation to respect a non-disclosure agreement is absolutely essential and acknowledged by the host organisation given its specific nature. The intern engages not to use under any circumstances information gathered or obtained, including the internship report, in order to publish or to communicate that information to a third party without prior agreement of the host organisation. This agreement remains in force not only during the period of the internship, but equally after its termination.

The intern promises not to keep, take, or make a copy of any document or software, of whatever nature, belonging to the host organisation, without the organisation's agreement.

Within the framework of confidentiality regarding information in the internship report, the host organisation may request that the distribution of the report be restricted, or even that certain confidential elements be removed.

Persons with knowledge of the report are constrained by professional secrecy not to use or divulge information contained in the report.

### Article 11 - Intellectual property

In accordance with the intellectual property code, in case the intern's activities give rise to the creation of a work protected by copyright or industrial property rights (including software), if the host organisation wishes to use this work and the intern is in agreement, a contract must be signed between the intern (author) and the host organisation.

The contract must notably specify the extent of ceded rights, possible exclusivity, purpose and destination, media to be used, and the duration of the cessation, as well as, when necessary, the amount of remuneration due to the intern for ceding such rights. This clause applies regardless of the official status of the host organisation.

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

- 1) Attestation of internship: At the completion of the internship, an attestation of internship is delivered by the host organisation (model given to the intern) mentioning at a minimum the effective length of the internship and, when necessary, the amount of bonus payment received. The intern must produce this attestation to support a possible request for retirement benefits according to article L.351-17 of the social security code;
- 2) Quality of internship: At the completion of the internship, the parties to the present agreement are invited to give an assessment as to the quality of the internship.

The intern sends a document to the appropriate department of the teaching establishment in which he evaluates the quality of the reception he received within the host organisation. This document is not taken into account either in the intern's evaluation or in his/her receiving a diploma or certification.

- 3) Evaluation of the intern's activity: At the completion of the internship, the host organisation completes an evaluation sheet regarding the intern's activity. This evaluation is sent to the referring instructor (sent at the completion of the internship by the organisation via the electronic message account of the supervising advisor of the host establishment).
- 4) Method of educational evaluation: the intern must specify the nature of work furnished, rapport, etc. possibly attaching supplementary information.
- 5) The advising supervisor of the host organisation, or any member of the host organisation called upon to visit the teaching establishment in the context of preparing, carrying out or validating the internship, does so without any presumption of liability, responsibility or compensation on the part of the teaching establishment.

## Article 13 - Applicable law. Competent trial jurisdictions

The present agreement is governed exclusively by French law.

Any dispute not resolved by mutual consent will be submitted for resolution to the appropriate authority of French jurisprudence.

Executed at Toulouse, 20/04/2017

Director of INSA

Director of Department

Alain Boyer

Director of Department

(name and signature)

Elie TAILLARDAT

Host organisation

Christophe Lauret

(name, signature and company stamp)