

Brest, 9/4/2015

## BORDEREAU D'ENVOI

Sent to :

ALAND UNIVERSITY A.S.

Aland University of Applied Sciences  
BP 1010, AX-22111 MARIEHAMN  
ALAND  
FINLAND

Affair following through :

Daniel Jaouen

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**Attention : Mrs Lena Nyman-Wiklund**

SUBJECT	Number of copies	OBSERVATIONS
<p>Internship agreement</p> <p>Concerning :</p> <p>– Mr Tao ZHENG</p>	3	<p><b>For signature of the three copies, please.</b></p> <p><b>Please send back two copies - one for ENSTA Bretagne, the other for the student.</b></p> <p>Best regards,</p> <p>Daniel Jaouen</p>



# INTERNSHIP AGREEMENT

HOST ESTABLISHMENT NON-SUBJECT TO FRENCH LAW

**Between:**

**ENSTA Bretagne - Ecole Nationale Supérieure de Techniques Avancées Bretagne,**

2 rue François Verny

29806 BREST Cedex 9 France

Represented by Mr Patrick Puyhabilier, duly authorized in his capacity as Director

Hereinafter referred to as "ENSTA Bretagne"

**And**

**HOST ESTABLISHMENT :**

**ALAND UNIVERSITY A.S.**

Aland University of Applied Sciences  
BP 1010, AX-22111 MARIEHAMN  
ALAND FINLAND

Represented by Mr/Ms/Mrs/Miss \_\_\_\_\_ duly authorized in his/her capacity as \_\_\_\_\_

Hereinafter referred to as the "Host Establishment",

**And**

**Mr Tao ZHENG** student of ENSTA Bretagne (**Civilian student**)

Nationality : Chinoise

Born on 16 October 1991 at ZHEJIANG (999) - CHINE

N° Sécurité Sociale (National Insurance Number) :

Title of Course : CI - Année 2 - Branche SPID -

Year: 2014 - 2015

Profile : Systèmes - perception - information - décision

Hereinafter referred to as "The Intern",

Hereinafter collectively referred to as “The Parties”,

The following has been agreed :

### **ARTICLE 1 : SCOPE**

The present agreement determines the conditions of organization and procedure of the internship accomplished by The Intern within the Host Establishment.

### **ARTICLE 2 : THE PEDAGOGICAL PROJECT AND INTERNSHIP CONTENTS**

#### **2.1 Expectations of the Internship in Terms of the Pedagogical Project, the Objectives and Results:**

The internship is compulsory. It is part of the training program of ENSTA students in the first year/second year/third year/masters/post masters degree.

An internship program is established in common agreement between the two parties, according to the training received by The Intern at ENSTA Bretagne. The aim is to enable The Intern to experience practical training which will complement and complete the theoretical training.

Theme of the internship: (to be completed by the Host Establishment)

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#### **2.2 Activities Entrusted to The Intern (to be completed by the Host Establishment):**

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### **ARTICLE 3 : ORGANIZATION OF THE INTERNSHIP**

The internship takes place from **01 July 2015** to **31 August 2015**. Under no circumstances, may the internship end after graduate.

The duration of the internship can be modified by simple amendment of the present agreement.

Upon request of ENSTA Bretagne, The Intern may occasionally interrupt his internship (viva voce etc). The Host Establishment will be forewarned of these dates.

### **ARTICLE 4 : SUPERVISION**

The Host Establishment will appoint a training supervisor **Ms Anna FRIEBE** in charge of technical supervision and optimization of the internship conditions of achievement. The pedagogical supervisor appointed by ENSTA Bretagne is :

- Mr Joël CHAMPEAU, head of profil SPID/SLS.

### **ARTICLE 5 : DISCIPLINE AND ABSENCE**

During the internship and his presence on the premises of the Host Establishment, The Intern is subject to the in-house rules of the Host Establishment, notably those concerning working hours, safety and medical visits.

In the case of non-respect of the in-house rules of the Host Establishment, on the part of The Intern, the internship may be terminated. Any disciplinary action falls within the jurisdiction of ENSTA Bretagne, the Host Establishment will provide the constituent elements should this be the case.

The Registrar of ENSTA Bretagne will be notified of any absence.

### **ARTICLE 6 : THE GRATUITY**

#### **6.1 Military Student**

The military student may not receive a monthly gratuity.

#### **6.2 Civilian Student**

For the duration of the internship, the Host Establishment will make provision for the payment of a monthly gratuity of \_\_\_\_\_ euros/dollars/other (*to be completed by the Host Establishment*).

Travel and accommodation costs incurred by The Intern on behalf of the Host Establishment, as well as training costs that may be required by the internship, are wholly taken care of by the Host Establishment, according to the procedure in force in the Host Establishment.

List of proposed advantages :

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## **ARTICLE 7 : SOCIAL WELFARE**

### **7.1 Work-Related Accident**

Should The Intern fall victim to a work-related accident due to or during the internship, the Host Establishment and/or The Intern will immediately inform ENSTA Bretagne and transmit the elements necessary for the declaration and processing of the work-related accident.

#### **7.1.1 Military Intern**

During the internship period, the military Intern will be considered to be on duty. He is thus covered by the French State for any accident that could arise during the internship and associated travel. ENSTA Bretagne will declare the work-related accident to the appropriate services, according to the information communicated.

#### **7.1.2 Civilian Intern**

The coverage of the risk of professional accidents and illness depends on the gratuity paid to The Intern.

- i) Gratuity less than or equal to 13.75% of the French hourly earnings threshold (the internship being considered as non-remunerated as regards the French laws of social welfare) :**

The coverage of work accidents and work-related illnesses of The Intern affiliated to the French regime is maintained for a maximum period of twelve (12) months, in accordance with Article R.444-7 of the French Code de Sécurité Sociale (Code of Social Welfare). The Intern continues to benefit from the specific work-related accident coverage in Article L. 412-8 (2°) of the French Code de Sécurité Sociale, student regime, relative to work-related accidents. In the case of an accident, the Director of the Host Establishment undertakes to alert ENSTA Bretagne (Registrar) as soon as possible, to indicate the circumstances of the accident so as to enable a declaration to be made to the relevant Caisse Primaire d'Assurance Maladie (National Health Insurance Office). These steps are identical for The Intern receiving no gratuity.

- ii) Gratuity greater than 13.75% of the French hourly earnings threshold (the internship being considered as remunerated as regards the French laws of social welfare) :**

*To be advised by the Host Establishment (delete where inappropriate)*

- *The host country has the benefit of a work accident and work-related illness protection scheme and the Host Establishment pays contributions pertaining to coverage of these risks. In the case of a work-related accident, The Intern will be able to benefit from social welfare protection in the host country.*
- *The host country does not have the benefit of a work-related accident and work-related illness protection scheme. The Intern is strongly advised to subscribe to a private insurance scheme.*

## **7.2 Responsibility for Medical Expenses**

### **7.2.1 Internship carried out in an EU<sup>1</sup>/EEA<sup>2</sup> country or Switzerland<sup>3</sup>**

Before leaving to do the internship in an EU/EEA country or Switzerland, whatever the amount of the gratuity paid, The Intern must apply for a European Health Insurance Card (EHIC) :

- i) If the intern is a civilian, from his Caisse Primaire d'Assurance Maladie ( National Health Insurance Office) at least two (2) weeks before his departure ;
- ii) If he is a military Intern, from the Caisse Nationale Militaire de Sécurité Sociale (National Military Health Insurance Office), at least twenty (20) days before his departure.

This card is valid for a maximum of a year. It attests Health Insurance rights during the stay. The EHIC (or if urgent, the Provisional Replacement Certificate – PRC, valid 3 months) guarantees the payment of medical care necessary during a stay abroad, under the same conditions as those of insured citizens in the host country.

### **7.2.2 Internship outside an EU/EEA country and Switzerland**

#### **i) Military Student**

##### **Medical expenses**

Medical expenses incurred by The Intern, military student, in a foreign country outside the EU/EEA and Switzerland, are covered by the Caisse Nationale Militaire de Sécurité Sociale (National Military Health Insurance Office). Thus in application of Articles R.761-12 and R.761-13 of the Code de la Sécurité Sociale (Code of Social Welfare), the military intern benefits from the provision, in kind, of health insurance and maternity coverage throughout his carrying out of duties abroad, under the terms and according to the refund rates made provision for in the general welfare regime for adherents on assignment abroad.

##### **Medical Transport and Repatriation**

Only transport expenses incurred in the host country are refundable. This notwithstanding, medical repatriation costs are covered in the case of serious accident or acute phase of an illness occurring unexpectedly, which cannot be treated in situ and which require hospitalization in France.

#### **iii) Civilian Student**

##### **Medical Expenses**

Certain countries have an agreement with France<sup>4</sup>. The Intern should contact his health insurance organization in order to obtain information as to the terms of social welfare protection.

For an internship outside an EU/EEA country/Switzerland, in a country which has not signed an agreement with France, only urgent medical expenses **may** be covered by the Caisse d'Assurance Maladie (National Health Service), or mutuelle étudiante (mutual student insurer) on the presentation of bills or receipts to the limit of the refund rates in force in France.

It is in The Intern's best interest to ensure his complete social welfare protection

PCI2ASPID1 14 / Tao ZHENG



- by subscribing to private insurance from his “mutuelle etudiante” (mutual student insurer)
- or adhering to a student welfare protection scheme in the host country
- or by taking out insurance from the Caisse des Français à l’Etranger ([www.cfe.fr](http://www.cfe.fr)) (French Expatriates’ Health Office)
- Medical Transport and Repatriation

The Intern is strongly advised to take out international health and repatriation insurance in case of illness abroad.

#### **ARTICLE 8 : PUBLIC LIABILITY AND INSURANCE**

Each of the three Parties declares that they are covered for Public Liability.

Injuries or accidents experienced by The Intern and attributable to the Host Establishment or its personnel, are compensated for according to the rules in force in the Host Establishment and/or the place of internship. The details of these rules are available to The Intern on simple request.

The Host Establishment undertakes to pay for any damage which could be caused by The Intern in the course of his internship duties. The Host Establishment accepts that it will not initiate proceedings against The Intern, or ENSTA Bretagne, to seek compensation for this damage, except in the case of willful error.

Should the Host Establishment make a vehicle available to The Intern, it is responsible for ascertaining beforehand that the insurance policy covers the vehicle’s use by The Intern.

In the case of personal liability, without a direct link to the service or the internship, The Intern can be called upon to bring his personal public liability insurance into play.

#### **ARTICLE 9 : CONFIDENTIALITY**

The Intern is subject to the rules of confidentiality and/or loyalty in force in the Host Establishment.

#### **ARTICLE 10 : INTERNSHIP REPORT, VIVA VOCE AND EVALUATION**

The internship will be the subject of a report and a viva voce. The mark attributed will be integrated into the global marking scheme.

For students following a second year or third year pedagogical curriculum, wherever possible, a representative of the Host Establishment will be a member of the viva voce jury.

The Intern will also forward a copy of his report to his internship supervisor. The latter will inspect the contents, notably in respect of Article 9, “Confidentiality” and forward his evaluation to ENSTA Bretagne who will take this into account in the attribution of a viva voce mark.

At the end of the internship, the Host Establishment will deliver a certificate of achievement to The Intern, indicating the nature and duration of the internship.



**Made in Brest, in three copies, one for each Party**

Date: 08/04/2015

The Intern,

郑涛

For ENSTA Bretagne,

Patrick Puyhabiliér, Director



For the Host Establishment,

Date:

Representative of the Host Establishment

*(name and position)*

Host Establishment Stamp

<sup>1</sup> **EU : European Union (28)** : Austria, Belgium, Bulgaria, Cyprus (southern zone under the control of the Government of the Republic of Cyprus, excepting the northern zone under the control of the Turkish Army and excepting the buffer zone under the control of the UN) the Czech Republic, Croatia, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal (including the archipelagoes of the Azores and Madera), Romania, Slovakia, Slovenia, Spain (the Iberian Peninsula, the Balearic Islands and the Canaries), Sweden, the United Kingdom (England, Scotland, Wales, Northern Ireland and Gibraltar).

<sup>2</sup> **EEA : European Economic Area** = EU +Norway + Iceland + Liechtenstein (These countries are not part of the European Union but have concluded a cooperation agreement on the European Economic Area).

<sup>3</sup> **The Swiss Confederation** concluded an agreement with the European Union on the free movement of persons, which entered into force on 1 June 2002.

<sup>4</sup> **List of countries having concluded an agreement with the French Sécurité Sociale (National Health Service):** Algeria, Andorra, Benin, Bosnia-Herzegovina, Cameroun, Canada, Cap-Verde, Chili, Congo, Côte d'Ivoire, the United States, Gabon, Israel, Jersey, Macedonia, Madagascar, Morocco, Mauritania, Monaco, Mali, Niger, Nouvelle Calédonie, the Philippines, Polynesia, Québec, San Marin, Senegal, Togo, Tunisia, Turkey, the Federal Republic of Yugoslavia.

