

## INTERSHIP AGREEMENT BETWEEN

Nota : for the sake of simplicity, the persons referred to in this document are designated "he"

### **1- The training / educational institution :**

**Name : Ecole Nationale de la Météorologie (ENM)**

Address: 42, Avenue Gaspard Coriolis

BP 45712

31057 TOULOUSE CEDEX 1

Represented by Mrs Isabelle BEAU, Director of Studies,

Email: [isabelle.beau@meteo.fr](mailto:isabelle.beau@meteo.fr)

Phone: +33 5 61 07 96 73

### **2- The host organisation:**

Name: *VEDURFELD*

Address: *VEDURSTOGAN, BUSNARAVEG 9, 105 REYKJAVIK, ISLAND E*

Represented by (agreement signing party): *HARALDUR ORAFSSON*

Capacity of the representative: *Dir.*

Department in which the internship will be conducted: *Research*

Email: *haraldur@vedur.is*

Phone: *+ 354 895-5334*

Location of internship (if different from that of the organization):

### **3- The intern:**

Last name + First name: Antoine Salomé

Date of Birth: 28<sup>th</sup> November, 1996

Status: civil servant / ~~civilian~~ (cross out the inappropriate item)

Title of training course followed by the intern : "Ingénieur de l'ENM" 2<sup>nd</sup> year

Address: 42, Avenue Gaspard Coriolis

Bat. A, Ch. 211

31 057 TOULOUSE CEDEX 01

Email: [salome.antoine@meteo.fr](mailto:salome.antoine@meteo.fr) or [salome-antoine@hotmail.fr](mailto:salome-antoine@hotmail.fr)

Phone: + 33 6 89 80 20 16

**SUBJECT OF INTERNSHIP :** "Personal developpement and discovery of other cultures"

**DATES:** from 18<sup>th</sup> June 2018 to 10<sup>th</sup> August 2018

### **SUPERVISION OF INTERN BY "ENM"**

First and Last name of academic advisor: François BOMPAY

Position (or discipline) : IENM training officer

Email : [françois.bompay@meteo.fr](mailto:françois.bompay@meteo.fr)

Phone : + 33 5 61 07 94 44

### **SUPERVISION OF INTERN BY THE HOST ORGANIZATION**

First and Last name of training supervisor

Position (Fonction):

Email :

Phone :

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## **Article 1 – Purpose of the Agreement**

This Agreement governs the host organization's relationship with the educational institution and the intern.

## **Article 2 - Objective of Internship**

The internship is a temporary period of work in a professional environment, where the student will acquire professional skills and put into practice the knowledge gained from his education in view of earning the IENM diploma and facilitating his professional integration. The aim of the 2<sup>nd</sup> year internship is to add professional experience to the linguistic and cultural immersion of the student.

### **ACTIVITIES ASSIGNED:**

The intern will have to do a job proposed by the host organization and accepted by ENM.

## **Article 3 - Terms of Internship**

The intern follows the same rules as the other host organization employees in terms of maximum duration of daily and weekly working hours, in daily and weekly breaks and public holidays. The presence in the working place during working hours is compulsory.

If the intern's presence at the host organization is to be required at night, or on Sunday or during a public holiday, specify the specific cases:

.....  
.....

## **Article 4 - Intern hosting and supervision**

The intern will be supervised by his academic advisor, as designated in this agreement, as well as by the institution's internship program office.

The internship supervisor appointed by the host organization in this agreement shall be responsible for supervising the intern and ensuring optimal conditions for the execution of the internship in accordance with the specified educational requirements. The host organization has to check that all the health and security rules are always respected at every step of the internship.

Like the other members of the host organization, the intern has the benefit of the legal rights of people and of the collective and individual freedom in accordance with the Labour Code. The intern is also protected against moral and sexual harassment.

Even if the intern does not belong to the staff of the host organization, he has the benefit of social and cultural activities, the organization restaurant or luncheon vouchers and the aids for daily public transportation.

The intern shall be permitted to return to his educational institution during the internship period in order to take the courses specifically required by the program, or to attend meetings; the institution shall notify the host organization of the corresponding dates.

The host organization may permit the intern to travel.

Any difficulties encountered in the execution and progress of the internship, whether observed by the intern or by the internship supervisor, must be brought to the attention of the academic advisor and the educational institution so that the issue can be resolved as quickly as possible.

**SUPERVISORY PROCEDURES** (visits, scheduled telephone calls, etc.)

During the internship, the academic advisor and the training supervisor will contact each other as often as necessary, considering the evolution of the internship.

## **Article 5 - Stipend - Benefits**

In France, whenever an internship is to have a duration greater than two months, whether they run consecutively or not, a stipend must be paid, except as provided under special regulations applicable for certain French overseas authorities or for internships covered by article L4381-1 of the Public Health Code.

The amount of the hourly stipend shall be 15% of the hourly ceiling for social security established pursuant to article L.241-3 of the Social Security Code. A sector - specific convention or labour agreement may set an amount greater than that rate.

Stipends payable by an organization under public law may not be combined with any remuneration to be paid by the same organization during the relevant period.

Stipends are payable without prejudice to any reimbursement of expenses incurred by the intern for purposes of his internship, or any benefits offered for meals, accommodations and transportation.

The organization may decide to pay a stipend for internships with a duration of two months or less.

In case of a suspension or termination of this agreement, the amount of the stipend due to the intern shall be prorated based on the duration of the internship conducted.



Internship durations qualifying for the payment of a stipend are determined in consideration of this agreement and any amendments thereto, as well as the number of days of the intern's physical presence within the organization.

THE AMOUNT OF THE STIPEND is set at €<sup>0</sup>..... per hour / day / month (cross out any inappropriate items)

OR

The civil servant intern will not receive any stipend for this internship. (cross out this line or the previous one)

OTHER BENEFITS GRANTED : .....

.....

## **Article 6 - Social Welfare Coverage Framework**

For the duration of his internship, the intern shall remain covered under his previous former social welfare protection framework. He will have to be registered to the company « Caisse des Français à l'Etranger ».

Internships conducted abroad shall be reported to the Social Security administration when required, prior to the intern's departure.

For internships conducted abroad, the following provisions shall apply, subject to their conformance with the legislation in effect in the host country and the laws governing the host organization.

### **6-1 Maximum stipend of 15% of the hourly ceiling for social security:**

The stipend is not subject to payroll tax.

The intern shall have the benefit of the legislation on workplace accidents, under the students' framework set forth in article L.412-8 no. 2 of the Social Security code.

If accidents impacting the intern occur, either during his activities within the organization, or during his commute, or on premises used for the purposes of the internship, the host organization shall send a statement to the Primary Health Insurance Agency or appropriate agency (see address on page 2), indicating the educational institution as the employer, and shall send a copy to the educational institution as well.

### **6.2 – Stipend greater than 15% of the hourly ceiling for social security:**

Payroll taxes are calculated based on the difference between the amount of the stipend and 15% of the hourly ceiling for social security.

The student shall have the benefit of legal coverage under the provisions of L.411-1 et seq. of the social security code. If accidents impacting the intern occur, either during his activities within the organization, or during his commute, or on premises used for the purposes of the internship, the host organization shall handle the necessary formalities with the Primary Health Insurance Agency and shall inform the institution as soon as possible.

### **6.3 - Health Insurance for interns working abroad**

#### **1) Coverage originating in the French students' coverage framework**

- for internships within the European Economic Area (EEA) conducted by nationals of a State of the European Union or of Norway, Iceland, Liechtenstein or Switzerland, or of any another State (in the latter case this provision shall not apply for internships in Denmark, Norway, Iceland, Liechtenstein or Switzerland), students must apply for a European Health Insurance Card (EHIC).

- for internships conducted in Quebec by students of French nationality, students must request form SE401Q (104 for internships at companies, and 106 for university internships);

- In all other cases, students who incur medical expenses may be reimbursed by the mutual insurance company serving as their student Social Security Agency, upon their return and upon presentation of receipts: reimbursement shall then be provided carried out on the basis of French healthcare rates.

Significant differences may exist between the costs incurred and the French rates serving as the basis for reimbursement. It is strongly advised that students to take out specific additional health insurance coverage valid for the country in question and for the duration of their internships, the course, from the insurance company of their choice (students' mutual insurance, parents' mutual insurance, ad hoc private company, etc.), or, possibly, after checking the extent of the guarantees proposed, from the host organization if it provides health coverage to interns under local law (see item 2 below).

#### **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:

YES: This coverage is in addition to the maintenance abroad of rights granted under French law

NO: coverage is thus exclusively provided from the maintenance abroad of the rights granted under the French student coverage framework).

If neither box is checked, item 6.3-1 shall apply.

### **6.4 Workplace Accident Coverage for interns abroad**



1) In order to benefit from French legislation providing coverage for workplace accidents, this internship must:

- have a duration not exceeding six months, including any extensions;
- not include any remuneration that may tend to qualify for rights to workplace accident protection in the host country; compensations or stipends are acceptable, up to the limit of 15% of the hourly ceiling for social security (see point 5), and subject to approval by the Primary Health Insurance Agency of a request for the maintenance of such rights;
- take place exclusively within the organization signing this agreement;
- take place exclusively in the abovementioned foreign host country.

When these conditions are not met, the host organization undertakes to contribute to the intern's welfare protection and make the necessary declarations in case of workplace accidents.

2) The workplace accident statement is the responsibility of the host organization, which must inform the educational institution of such events in writing within 48 hours.

3) The coverage concerns accidents occurring:

within the internship location and during internship working hours,  
on the normal commute to and from the intern's residence in the foreign nation and the internship location, as part of an assignment provided by the intern's host organization upon formal assignment mandate, during the first trip from his domicile to his place of residence during the internship (travel on the internship start date),

during the final return trip from his residence during the internship to his personal domicile.

4) In the event that one of the conditions set forth in section 6.4-1 / is not satisfied, the host organization commits to cover the intern for the risks of workplace accidents, travel accidents, and occupational disease, and provide all the necessary statements of coverage.

5) In all cases:

if the student is the victim of a workplace accident during his internship, the host organization must immediately notify the educational institution of the accident;

if the student performs limited assignments outside of the host organization or outside of the internship country, the host organization must take all necessary steps to provide him with the appropriate insurance.

#### **Article 7 - Liability and Insurance**

The host organization and the intern declare that they possess civil liability coverage.

For internships abroad or in overseas territories, the intern agrees to take out a travel assistance insurance contract (repatriation for health reasons, legal assistance, etc.) and an individual accident insurance policy.

When the host organization makes a vehicle available to the intern, it is its responsibility to check beforehand that the car's insurance policy includes coverage for its use by a student.

When the student is to use his own vehicle or a vehicle loaned by a third party for purposes of his internship, he shall expressly inform the insurer of the vehicle and, where applicable, pay the corresponding premium.

#### **Article 8 - Discipline**

The intern shall be subject to the applicable internal disciplinary and regulatory terms, of which he shall be made aware prior to the start of the internship, particularly in regard to schedules and to the health and safety regulations in effect at the host organization.

Disciplinary sanctions may only be imposed by decision of the educational institution. In such case, the host organization shall inform the academic advisor and the institution of the non-compliance and shall provide any supporting evidence.

In case of a particularly serious breach of discipline, the host organization reserves the right to terminate the internship, while respecting the provisions set forth in article 9 of this agreement.

#### **Article 9 – Leave - Internship Interruption**

In France (except as provided under special regulations applicable for certain French overseas authorities or for organizations under public law), in case of pregnancy, paternity or adoption, the intern shall be granted time off and leaves of absence for a period equivalent to that granted to employees under articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37, and L.1225-46 the labour code.

Time off or leaves of absence are possible for internships lasting more than 2 months but less than 6 months.

NUMBER OF DAYS OF AUTHORIZED LEAVE / or terms of time off and leaves of absence during the internship: .....

The host organization shall notify the educational institution of any other temporary interruption of the internship

(illness, unjustified absence, etc.) by mail.

Notice of any interruption of the internship shall be provided to the other parties to the agreement and the academic advisor. A validation procedure shall be implemented by the educational institution as needed.

A postponement of the internship end date is possible, if approved by the parties to the agreement, so as to permit the full duration of the internship as originally planned. This postponement will be the subject of an amendment to the internship agreement.

If a joint request is made by the host organization and the intern to extend the duration of the internship up to the maximum duration prescribed by law (6 months), an amendment may be made to the agreement.

If any of the three parties (host organization, intern, educational institution) wish to put an end to the internship, such party must immediately inform the other two parties in writing. The reasons given will be examined in close consultation. The definitive decision to terminate the internship shall be made at the end of this consultation phase.

#### **Article 10 - Duty of discretion and confidentiality**

Under some conditions, Météo-France may supply the intern with meteorological data. The host organization will not use these data for other purposes than the internship, without a previous agreement of Météo-France.

The duty of confidentiality must at all times be observed, with its specific aspects taken into account by the host organization. The intern commits to refrain from using the information collected or obtained by him, under any circumstances, for purposes of publication or disclosure to third parties without prior consent of the host organization, including in the internship report. This commitment applies not only to the internship period but shall extend after its conclusion as well. The intern commits to not retain, remove, or copy any documents or software of any kind belonging to the host organization, except upon prior approval from the latter.

For purposes of preserving the confidentiality of the information contained in the internship report, the host organization may request a restriction on the distribution of the report, or the removal of certain confidential information.

Persons with a need to know shall be constrained by commitments to professional secrecy to refrain from any use or disclosure of the information in the report.

#### **Article 11 - Intellectual Property**

In accordance with the code of intellectual property, if the intern's activities result in the creation of a work protected by copyright or industrial property (including software), and the host organization wishes to make use of such work with the intern's approval, a contract must be signed between the intern (the author) and the host organization.

The contract must specifically include the extent of the rights to be transferred, any possible exclusivity requirements, the intended use, the media used, and the duration of the transfer of rights, as well as, if applicable, the amount of compensation due to the intern for the transfer. This clause shall apply regardless of the host organization's business structure.

#### **Article 12 - Applicable law - Competent courts**

This agreement shall be governed exclusively by French law.

Any disputes that cannot be amicably resolved shall be subject to the jurisdiction of the competent French courts.

#### **OTHER CONTACTS:**

##### **HOST ORGANISATION, SECRETARIAL OFFICE:**

:

fax :

Email :

##### **ENM, SECRETARIAL OFFICE OF DIRECTION OF STUDIES: ANNIE DELSOL**

: +33 5 61 07 94 06

fax : +33 5 61 07 98 60

Email : [annie.delsol@meteo.fr](mailto:annie.delsol@meteo.fr)

##### **CONTACT IN CASE OF ACCIDENT:**

ENM -- 42 avenue G. Coriolis -- BP 45712 -- 31057 Toulouse cedex1 -- France

Director : JEAN-MARC BONNET

: + 33 5 61 07 94 17 ou +33 6 98 24 41 11

Fax : + 33 5 61 07 96 30

Email : [jean-marc.bonnet@meteo.fr](mailto:jean-marc.bonnet@meteo.fr)

ENM Direction email : [enmdir@meteo.fr](mailto:enmdir@meteo.fr)



Made in

Rn2

Made in

Made in

This day the

This day the

This day the

15/2/2012

Veðurfélagið ehf.

The representative of  
the host organization

Made in

The representative of  
ENM

Made in

The intern

This day the

Rn2

This day the

15/2/2012

The internship  
supervisor of the host  
organisation

The academic  
advisor of ENM

Veðurfélagið ehf.