



## WORK PLACEMENT AGREEMENT

Preamble: The signatories of the present work placement agreement commit to respecting the current legislation pertaining to work placements as laid out in the Education, Labour, Social Security, Tax Regulations and Public Health Codes.

### ARTICLE 1: Signatories of the agreement - Content and location of placement

The following agreement regulates the relationships between:  
 The Host Organisation: A.S.M COSTRUIRE INSIEME  
 Represented by: Mr FRERA Giovanni, President of the Legal Representative

With emlyon business school, 51 Cours Fauriel CS80029 42009 Saint Etienne cedex 2, France  
 Represented by Mr Philippe MONIN, Academic Dean.

Concerning the work placement of the student Antonia GRIECO, registered as a student of the School on the programme:  
 2nd year Bachelor in Business Administration

Annual number of academic teaching hours: 282  
 Academic Tutor: BERNEMAN Corinne

Mentor at the Host Organisation: Mrs RAPIDO Daniela - Personal Manager/Chief of staff  
 Location of placement: PIAZZA VITTORIO VENETO, 1 C/O BIBLIOTECA CIVICA 15121, ALESSANDRIA - ITALIA

### ARTICLE 2: Objectives of placement

The placement is part of the School's pedagogical programme, allowing the student to apply in a practical way and in a professional context, the skills acquired at the School, to develop his or her skills, and to work towards building a professional career plan. This temporary period of professional work experience is necessary in order to obtain a qualification or certification, with a view to establishing a professional career.

The objective of the placement should be mutually agreed upon by the Host Organisation and the School, taking into account the School's general educational programme and the Trainee's academic specialisation. Any significant change in the objective of the placement should be approved by the School.

The Trainee student should provide the School with a description of the work placement prior to the signature of the agreement.

Detailed role and objectives: Salary management within the town hall located in Alessandria

Skills to be acquired or developed: (to be filled out by the Host Organisation)

.....  
 .....

### ARTICLE 3: Conditions of placement – Duration

#### Dates of the placement

The placement will take place from 19/03/2018 to 29/06/2018

Placements are limited to a maximum duration of six months. A supplementary clause to the present contract could be added in the event of a prolongation of the placement requested by the Host Organisation and the Trainee student within the 6-month limit and if in accordance with the pedagogical framework. In the case of end-of-study final year placements, under no circumstances may the end date of the placement be later than the date of the student's final viva voce examination. For other types of placements any extensions must take into consideration the obligations of the programme concerned and the current regulations.

Any student still on a placement after the 30th September of the current academic year must proceed with the administrative registration formalities for EMLYON Business School.



**Conditions of placement**

The Trainee will be required to be present at the Host Organisation workplace for a maximum of ..... hours per week.

Details of special circumstances where the Trainee is required to be present at the workplace at night, on Sundays or on public holidays should be outlined by the Host Organisation here:

.....  
.....

**ARTICLE 4: Status of Trainee – Conditions of supervision**

The Trainee shall remain a student of the School throughout the entire period of the work placement and will be subject to regular progress checks by the School. The Host Organisation shall appoint a placement Mentor who will provide technical supervision and ensure that the placement is carried out under optimum conditions. If the Trainee is required to return to School during the placement to attend classes or meetings, the School should duly inform the Host Organisation of the dates.

**ARTICLE 5: Discipline**

During the placement, the Trainee shall comply with the rules and regulations and code of conduct of the Host Organisation, having been made aware of them by the Host organisation, and in particular with the hours of work and health, safety and hygiene regulations in place. In the event of any transgressions, only the School can take disciplinary action against the Trainee. Any case of misconduct should be reported to the School by the Host Organisation and supported by evidence. In the event of gross misconduct on the part of the Trainee, the Host Organisation may terminate the placement having first informed the School in writing of the reasons for the decision and with the School’s consent under article 9 of the present agreement.

**ARTICLE 6: Compensation – Benefits in kind – Reimbursement of expenses**

The trainee shall not receive remuneration but may receive compensation. When the duration of the placement is longer than two months, whether consecutive or not, there will be an obligation to provide compensation.

The duration of the placement is determined by the work placement agreement and any dependent clauses. Compensation will be due from the first day of the first month of the placement. It will be paid monthly. The minimum hourly rate of compensation is set at 15% of the maximum hourly rate applied by the French Sécurité Sociale, as detailed in Article L.241-3 of the Social Security Code.

The amount of the compensation is set at 0.00 Euros per hour/day/month (delete as appropriate)  
The method of payment is as follows: .....  
Compensation is due to the Trainee in addition to any reimbursements for costs incurred whilst on the placement or benefits in kind, for example in relation to meals, accommodation and transport costs (art. L3262-1, 326262 of the French Labour Code).

List of benefits offered: .....  
Travel and living expenses incurred by the Trainee on official business at the Organisation’s request, as well as any training costs arising from the placement, shall be incurred by the Organisation in accordance with the Organisation’s normal practice and terms.

In the event of the suspension or termination of the present agreement, the amount of compensation due to the Trainee will be calculated on a pro-rata basis depending on the number of days completed on the placement.

Article 6b – Employees’ Rights and Benefits (private firms)  
The Trainee is afforded the same rights and protection as employees of the Host Organisation under articles L.1121-1, L.1152.1 and L.1153-1 of the French Labour Code.

The Trainee is able to access the staff canteen at the Host Organisation or is given restaurant vouchers under the same conditions as employees of the Host Organisation, as laid out in article L.32362-1 of the French Labour Code. The Trainee will also benefit from the reimbursement of travel costs detailed in article L.3261-2 of the aforementioned Labour Code. The Trainee may access the same social and cultural activities provided for company employees as detailed in article L.2323-83 of the French Labour Code.

Other benefits: .....  
Article 6c – Employees’ Rights and Benefits (public sector)  
In the public sector, Trainees’ access to the rights and benefits of public sector employees is determined by decree No. 2010-676. of the 21/06/2010.





## **ARTICLE 7: Social Welfare – Accidents**

Throughout the placement, the Trainee continues to be covered by their previous social security status.

### **7.1: Contributions**

**7.1.1: Compensation less than or equal to 15% of the maximum hourly rate applied by French Sécurité Sociale for the number of hours worked on the placement per month:**

**The Trainee is covered by legislation pertaining to accidents in the workplace under student status as laid out in article L.412-8 2° of the Social Security Code**

In such cases, in accordance with the current legislation, compensation for the work placement is not subject to tax or social security contributions. The payment of AT/MP contributions must be undertaken by the School.

**7.1.2: Compensation in excess of 15% of the maximum hourly rate applied by the French Sécurité Sociale for the number of hours worked on the placement per month:**

The amounts paid are thus considered as remuneration. Tax and social security contributions are calculated on the difference between the amount of compensation and 15% of the maximum hourly rate applied by the Sécurité Sociale for the number of hours worked on the placement per month in question. The payment of AT/MP contributions must be undertaken by the Host Organisation.

### **7.2: Reporting of accidents at work**

**7.2.1: When an accident occurs in relation to the work placement, the obligation to report the accident, as established by article L441-2, falls to the Organisation (Art R412-4 of the French Social Security Code).**

**7.2.2: When an accident occurs in relation to the teaching or training provided by the School, the obligation to report the accident falls to the School.**

**7.2.3:** In all cases the accident report must be registered within 48 hours with the Trainee's insurance provider. Any party that reports an accident at work must send a copy of the report to the other party involved.

### **7.3: Travel**

If the Trainee is required to travel whilst on the work placement, the Host Organisation must always establish a description of the type of travel to be undertaken and to inform the School.

In addition, in the event of travel abroad, the Host Organisation must inform the School in writing at least two weeks prior to the planned departure date. Depending on the different procedures operated by the CPAM of the region concerned, the School may be required to inform the French Sécurité Sociale of the travel and to obtain their agreement before departure where the amount of compensation is less than or equal to the aforementioned maximum 15% (consult the international service for different CPAM procedures for the region in question). Where these conditions are not fulfilled, the Host Organisation agrees to contribute to the Trainee's cover and to make the necessary declarations in the event of a work-related accident.

If travelling abroad, the Trainee undertakes to take out an insurance policy covering personal accidents and providing assistance in case of need for medical repatriation, legal aid, etc.

## **ARTICLE 8: Civil Liability – Insurance – Security – Visas/Residence Permits**

Each of the three parties involved (i.e. the Host Organisation, the School and the Trainee) declare they are in possession of a valid civil liability insurance policy.

If the Host Organisation puts a motor vehicle at the disposal of the Trainee, it should ascertain that the insurance policy for the vehicle covers its use by the Trainee.

If the Trainee uses his/her own vehicle or a vehicle loaned by a third party for the purpose of his/her placement, he/she should declare this to the insurer of the vehicle and pay any supplementary insurance cover.

All parties are reminded that under article 124-14 of the Education Code, it is forbidden to give the student tasks which may pose a threat to their health and safety.

The Host Organisation undertakes to ensure that the student is able to carry out their placement in complete security, both at the place of work as at any other location where work is carried out, including abroad.

Any work placement which does not conform to standard conditions with regard to safety, morality, hygiene, and respect for human dignity should be immediately terminated on the premises without the Trainee facing sanctions by the School.



Where a Trainee is required to be in possession of a Residence Permit, he/she must ensure that it remains valid for the duration of the work placement.

All students must undertake to obtain any visas required in order to carry out the placement in the country concerned.

**ARTICLE 9: Absence and Termination of the Placement**

**Temporary absence**

The Host Organisation undertakes to notify the School of any absences.

For placements exceeding a duration of 2 months and within the maximum limit of 6 months, holiday and authorised absences are possible in agreement with the School.

Number of days authorised: .....

**Termination of placement**

If one of the three parties (Host Organisation, School or Student) wishes to prematurely terminate the placement, this party should immediately inform the other parties and confirm this request in writing. The reasons given shall be examined carefully in close consultation with all parties and the final decision made at the end of the consultation

**ARTICLE 10: Discretion and Duty of Confidentiality**

Absolute confidentiality must be observed at all times. The Trainee undertakes that under no circumstance shall he/she publish any information about the Host Organisation or divulge any information to a third party without the prior agreement of the management of the Host Organisation. This condition also applies to the Work Placement Report if required by the School. This condition applies for and after the duration of the placement. The Trainee undertakes not to remove or keep any document or copy thereof or software of whatever nature appertaining to the Host Organisation without its written consent.

In the interests of confidentiality, the Host Organisation reserves the right to restrict the circulation of the Work Placement Report, if one is required by the School, or to request the removal of restricted or confidential information from the Report. All persons who read the report in the line of their professional duty shall equally observe professional confidentiality and shall not divulge information contained therein.

**ARTICLE 11: Intellectual Property**

In accordance with the French Intellectual Property Code, where the Trainee's duties give rise to the creation of a work protected by copyright or industrial property laws (including computer software), if the Host Organisation wishes to make use of the work and the Trainee agrees, a contract should be signed between the Trainee (author) and the Host Organisation.

The contract should specify the extent of the rights that have been transferred, whether the work in question is for exclusive use only, the purpose, platform or materials and the duration of the transfer of rights, as well as, if appropriate, the amount of remuneration due to the Trainee in exchange for the transfer of rights. This clause is applicable whatever the status of the Host Organisation.

**ARTICLE 12: Other provisions**

The Trainee may not use the School's IT services for any activities relating to his/her placement.

**ARTICLE 13: End of placement – Return – Evaluation - Certification**

At the end of the placement, the Host Organisation sends the School its feedback on the Trainee's placement as part of the evaluation form, with reference to the previously defined objectives. Depending on the year of study, a Work Placement Report or an Essay may be requested from the Trainee as part of his/her studies, and this should adhere to confidentiality rules as stated above. All persons who read the report shall equally observe professional confidentiality and shall not divulge information contained therein. In accordance with current pedagogical regulations, the School shall evaluate the work submitted by the student. The student will be invited to provide feedback on the quality of the work placement.





If a contract of employment between the Host Organisation and the Trainee comes into effect before the date of the end of the placement, this agreement becomes immediately null and void; however, this does not exonerate the student from his/her academic duties. The School must be informed immediately.

Work Placement Certificate: at the end of the placement, the Host Organisation provides a certificate following the model provided in the ministerial order of the 29 /12/2014 concerning work placement agreements, stating at least the effective duration of the placement and, if necessary, the amount of compensation received. The Trainee should produce the certificate if requested when establishing entitlement to the National Pension Fund as laid out in article L.351-17 of the Social Security Fund.

**ARTICLE 14: Applicable law – Jurisdiction**

The present agreement is governed exclusively by French law.

Any unresolved conflict shall be settled by the relevant French court entertaining jurisdiction in the matter.

Signed at Saint Etienne, on 15/03/2018

**FOR THE EDUCATIONAL INSTITUTION**

Mr Philippe MONIN

**FOR THE HOST ORGANISATION**

Mr FRERA Gionanni –  
President of the Legal Representative

**THE TRAINEE**

Antonia GRIECO

**The Trainee's pedagogical Tutor**

BERNEMAN Corinne

**The placement mentor at the Host Organisation**

Mrs RAPIDO Daniela -  
Personal Manager/Chief of staff