

## APPENDIX VI

### AGREEMENT ON WORK PLACEMENTS FOR FARMING ADVANCED VOCATIONAL TRAINING CERTIFICATE (BTSA) STUDENTS SET OUT IN ARTICLE D.811-140 OF THE FRENCH RURAL AND MARITIME FISHING CODE

In view of the deliberations of the Board of Governors (or the body in lieu thereof for private education)  
on..... establishing the supervision arrangements for the placement student.

University year: .....

#### Work placement agreement between

*Note: in order to make reading the document easier, the words "placement student", "placement tutor", "placement mentor", "legal representative" and "student" are referred to as "he".*

#### 1 - EDUCATIONAL OR TRAINING INSTITUTION

Name:

.....

Address:

.....  
.....

☎ .....

Represented by (agreement  
signatory):.....

Position of the  
representative :.....

.....

Email address:

.....

Address (if different to the  
institution): .....

.....  
.....

#### 2 - THE HOST ORGANISATION

Name:

.....

Address:

.....  
.....

.....

SIREN or SIRET registration number  
Represented by (name of the agreement signatory):

.....

Position of the  
representative:.....

.....

Work placement department:

.....

☎ .....

Email address:

.....

Location of the work placement (if different to the  
organisation's address): .....

.....  
.....

#### 3 - THE WORK PLACEMENT STUDENT

Surname: ..... First name: ..... Sex: F ☐ M ☐

Born on: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address:

.....  
.....

☎ ..... Email address: .....

NAME OF THE TRAINING PROGRAMME OR COURSE TAKEN AT THE HIGHER EDUCATION INSTITUTION AND THE NUMBER OF HOURS  
(PER YEAR OR SEMESTER):

.....  
.....

**WORK PLACEMENT THEME** .....

Dates: From..... To.....

**Lasting** ..... **in total** (Number of Weeks / Months) (delete as appropriate)

And corresponding to ..... Days actually worked at the host organisation.

Time worked per week or day if the placement is halted or terminated: .....number of hours per week or number of hours per day (delete as appropriate).

Comment: .....

**SUPERVISION OF THE TRAINEE BY THE SCHOOL**

Full name of the placement tutor:

.....

Position (or discipline):

.....

.....

 ..... Email address:

.....

**SUPERVISION OF THE PLACEMENT STUDENT BY THE HOST ORGANISATION**

Full name of the placement mentor:

.....

Position:

.....

.....

 ..... Email address:

.....

.....

Agricultural social insurance organisation (Caisse de Mutualité Sociale Agricole) or the social security organisation of the host organisation to contact should there be a workplace accident:

.....

.....

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

This agreement covers running a work placement, including the teaching sessions delivered on farms and in rural environments within a training programme at an appropriate pace (within the definition provided in Article R. 813-42 of the French Rural and Maritime Fishing Code), mandated by Article D.811-139-1 of the French Rural and Maritime Fishing Code and by French decree of establishing the BTSA option.

The agreement governs the relationship of the host organisation with the educational institution and the placement student.

## **Article 2 – Objective of the work placement**

The work placement is a temporary work experience period during which the student acquires professional skills and puts what he has learned on his training programme into practice, with a view to obtaining a diploma and finding employment. The placement student is assigned one or more tasks suited to the competency framework of his diploma.

The programme is put together by the educational institution and the host organisation based on the competency framework of the training programme, and the key skills to be acquired must align with the competency framework for the BTSA diploma.

ACTIVITIES ASSIGNED:

SKILLS TO BE ACQUIRED OR DEVELOPED:

## **Article 3 – Work placement arrangements**

The placement student shall work ..... hours per week at the host organisation

If the placement student has to work at the host organisation at night, on Sunday or on a national holiday, please outline the specific circumstances: .....

In this case, please specify the compensatory rest period that shall be granted to the placement student.

If the head of the host organisation wants to have the placement student working outside the periods set out in the work placement agreement, an employment contract must be signed for these periods outside the scope of the work placement. Should this occur, the company is required to pay a salary and the resulting contributions.

The part of the work placement occurring outside of school terms, prior to obtaining the diploma, is specified in this agreement:

## **Article 4 – Placement-student hosting and supervision**

The placement student is supervised by the placement tutor named in this agreement, as well as the institution's work placement department.

The placement mentor named by the host organisation in this agreement is responsible for supervising the student and ensuring the best conditions for the work placement. He ensures that the academic stipulations of Article 2 of this agreement are fulfilled.

The placement student is authorised to return to his educational institution during the work placement in order to attend classes explicitly required for his programme or to attend meetings; the educational

institution notifies the host organisation of the dates. A leave of absence is granted upon presentation of the relevant document from the institution.

The host organisation may authorise the placement student to travel.

Any problems with the work placement, identified either by the placement student or by the placement mentor, must be reported to the placement tutor and the educational institution so that they can be resolved as quickly as possible.

ARRANGEMENTS REGARDING SUPERVISION BY THE PLACEMENT TUTOR AND THE MENTOR:  
visits, telephone calls and more

## **Article 5 – Health and safety of placement students when doing specific activities**

### **5-1 - Prohibited work for minors**

Before any prohibited work which may be subject to an exemption referred to in Articles D.4153-17 to D.4153-35 of the French Labour Code is assigned to the placement student, an exemption declaration valid for the work unit in question must have been made by the head of the host organisation to the labour inspector for the geographical area of this unit. For government departments and their public institutions governed by French civil service law, this declaration is made to the workplace health and safety inspector, for regional and local authorities, by the assistant or relevant prevention adviser. The minor must only ever do this work under the constant supervision of their mentor. Appendix 2 of this agreement contains a list of the work tasks that the placement student shall be required to do and sets out the regulatory requirements that the head of the host organisation must fulfil and the measures that need to be taken by the host organisation. If the placement student is a minor, this appendix must be signed by the parties.

### **5-2 - Electrical safety**

If the placement student has to work on (or close to) electrical installations and equipment, he must be authorised by the head of the host organisation to do so, depending on the type of work to be carried out. This authorisation can only be granted after the student takes part in an electrical risk prevention training programme at his educational institution prior to the work placement. The authorisation is granted on the basis of a qualification certifying that the student has completed the training for the authorisation levels indicated.

Does the work placement student require authorisation for the activities that shall be assigned to them?

Yes ☐ No ☐

If yes, please specify the authorisation level and the qualification issued by the educational institution certifying that the work placement student has completed the relevant training:

### **5-3 - Self-propelled mobile work equipment and mobile work equipment for lifting**

Under Article R.4323-55 of the French Labour Code, proper training must be provided beforehand in order to operate self-propelled mobile work equipment and mobile work equipment for lifting, including agricultural tractors.

Will the work placement student be operating this type of equipment as part of the tasks assigned to them?

Yes ☐ No ☐

If yes, please specify which:

The training received in using this equipment in the educational institution and/or assessment by the placement tutor on the placement student's proficiency with different items of equipment:

### **Article 6 – Stipend - Benefits**

In France, if the duration of the work placement is more than two consecutive or non-consecutive months, the placement student must be paid a stipend, except in the case of particular rules that apply in specific French Overseas Territories.

The hourly amount for the stipend is set at 15% of the maximum hourly social security rate, as set by Article L.241-3 of the French Social Security Code. A sectoral collective agreement or industrial agreement can set a higher amount than this rate.

The stipend that must be paid by a public body cannot be combined with remuneration paid by this same body during the period in question.

The stipend must be paid notwithstanding the reimbursement of costs incurred by the placement student in order to undertake his work placement and the benefits provided, where applicable, for food and drink, accommodation and transport.

The organisation may decide to pay a stipend for work placements lasting two months or less.

Should this agreement be suspended or terminated, the stipend amount that must be paid to the placement student is prorated based on the duration of the work placement actually undertaken.

The stipend period is determined based on this agreement and any potential amendments thereto, as well as the number of days that the placement student has actually worked at the organisation.

The stipend amount is set at € ..... per hour / day / month (*delete as appropriate*)

For each work placement abroad, an information sheet outlining the regulations of the host country relating to the placement student's rights and responsibilities is appended to the work placement agreement (Article L.124-20 of the French Education Code). In particular, this sheet contains information about the entry requirements, safety in the host country and placement student's status under local law. Unless there is an exception or prior agreement between the parties to the agreement, local law applies to the placement student. Therefore, the French stipend obligation does not come under local law. A stipend may be paid should there be agreement between the host organisation and the home institution.

### **Article 6 a – Access to employee entitlements - Benefits**

(Private firm in France except if there are particular rules that apply in specific French Overseas Territories):

The placement student enjoys the protections and entitlements specified in Articles L.1121-1, L.1152-1 and L.1153-1 of the French Labour Code, on the same basis as employees.

The placement student will have access to the company restaurant or to the meal vouchers specified in Article L.3262-1 of the Labour Code, on the same basis as the host organisation's employees. He will also be entitled to transport cost reimbursement as set out in Article L.3261-2 of the same code.

The placement student has access to the social and cultural activities specified in Article L.2323-83 of the French Labour code on the same basis as employees.

### **OTHER BENEFITS PROVIDED:**

**Article 6 b – Access to civil servants' rights - Benefits** (Public body in France except if there are particular rules that apply in specific French Overseas Territories):

The costs of any journeys made by a placement student at a public body between his home address and the location of his work placement may be paid under the conditions laid down in French Decree No. 2010-676 of 21 June 2010 introducing a partial reimbursement on the cost of transport tickets for journeys by public officials between their usual residence and their workplace.

The student undertaking a work placement at a public body shall have his temporary travel costs paid in accordance with current regulations.

The work placement location stated in this agreement shall be treated as his administrative address.

## OTHER BENEFITS PROVIDED:

### **Article 7 – Social security scheme**

During the work placement, the placement student remains covered by their previous social security scheme. The social security body shall be informed of any work placements undertaken abroad before the student departs.

For work placements abroad, the provisions below apply, subject to compliance with the legislation of the host country and legislation governing the host organisation type.

#### **7.1 - Stipend of up to 15% of the maximum hourly social security rate**

The stipend is not subject to social security contributions.

The student is covered by legislation on workplace accidents under Article L.751-1 (1) (Mainland France), Article L.761-14 (1) (Alsace-Moselle) of the French Rural and Maritime Fishing Code and Article L.412-8 (2) of the French Social Security Code (Overseas France). Therefore, during their work placement, students are covered by the statutory workplace accident insurance for students in agricultural education and vocational training. This coverage means that the student is covered by the educational institution's insurance fund.

Should the placement student be involved in an accident either while working at the host organisation, while commuting or while at the sites made available for the purposes of the work placement, the head of the host organisation shall inform the head of the educational institution on the day when the accident occurs or within 24 hours at the latest. The head of the institution must report the workplace accident to the agricultural social insurance organisation (Caisse de Mutualité Sociale Agricole), the farming accident insurance organisation (Caisse Assurances Accidents Agricoles) for Alsace-Moselle or the general social security fund (Caisse Générale de Sécurité Sociale) for the overseas départements where the school is located, within 48 hours, excluding Sundays and national holidays, starting from when he is notified by the host organisation.

#### **7.2 - Stipend of more than 15% of the maximum hourly social security rate:**

The social security contributions are calculated on the difference between the stipend amount and 15% of the maximum hourly social security rate.

The student is entitled to the statutory cover under the provisions of Articles L.411-1 et seq of the French Social Security Code for work placements undertaken at a company under the general social security scheme or Article L.722-20 of the French Rural and Maritime Fishing Code for work placements undertaken at a company under the farming social security scheme. Should the placement student be involved in an accident either while working at the organisation, while commuting or while at the sites made available for the purposes of the work placement, the host organisation takes all necessary steps with its social security organisation and informs the educational institution as quickly as possible.

#### **7.3 - Health insurance for placement students abroad**

##### 1) Insurance under the French student scheme

- for work placements within the European Economic Area (EEA) undertaken by nationals of a European Union Member State or of Norway, Iceland, Liechtenstein or Switzerland, or of any other State (in this latter case, this provision does not apply for a work placement in Denmark, Norway, Iceland, Liechtenstein or Switzerland), the student must apply for the European Health Insurance Card (EHIC);
- for work placements undertaken in Quebec by French students, the student must request the SE401Q form (104 for company work placements and 106 for university work placements);
- in all other cases, students who incur healthcare costs may be reimbursed by the health insurance provider that serves as their student social security fund, after their return and upon presentation of supporting documents: they shall then be reimbursed at French healthcare rates. There may be significant differences between the costs incurred and the French rates used as the basis for the reimbursement. Therefore, students are strongly advised to take out specific additional health insurance, valid for the country and duration of the work placement,

from an insurer of their choice (such as a student insurance provider, their parents' insurance provider or an ad hoc private company) or, potentially, and after checking the coverage provided, from the host organisation if it provides health insurance to placement students under local law (see 2 below).

## 2) Social security cover from the host organisation

By ticking the relevant box, the host organisation indicates below whether it provides health insurance to the placement student, in accordance with local law:

- ☐ YES: this coverage supplements any rights under French law that are retained abroad
- ☐ NO: protection is provided exclusively through the retention, abroad, of rights under the French student scheme.

## **7.4 - Workplace accident cover for the placement student abroad**

During their work placement, the student is covered by the statutory workplace accident insurance for students in agricultural education and vocational training. This coverage means that the student is covered by the educational institution's insurance fund.

Should there be an accident, the host organisation informs the educational institution in writing within 48 hours maximum.

### 1) In order to be covered by French legislation on workplace accident cover, this work placement must:

- last no longer than six months, including any extensions;
- not pay any remuneration which may entitle placement students to workplace accident cover in the host country; payments or stipends are authorised up to 15% of the maximum hourly social security rate (see point 6), and subject to the social security fund's approval of the request for entitlements to be retained;
- take place solely within the organisation signing this agreement;
- take place solely in the foreign host country specified.
- If these requirements are not met, the host organisation shall contribute to the placement student's coverage and make any necessary reports regarding workplace accidents.

### 2) Reporting workplace accidents is the responsibility of the educational institution, which must be informed by the host organisation in writing within 48 hours.

### 3) The coverage relates to accidents occurring:

- at the location of the work placement and during the work placement hours,
- on the placement student's usual commute between his foreign residence and the location of the work placement,
- during a work task assigned by the placement student's host organisation.

## **Article 8 – Liability and insurance**

The host organisation and the placement student declare that they have civil liability insurance. The head of the educational institution takes out insurance covering the student's civil liability.

For work placements abroad or in French Overseas Territories, the placement student shall take out an assistance policy (covering aspects such as repatriation on health grounds and legal assistance) and an individual accident insurance policy.

If the host organisation provides the placement student with a vehicle, it shall be responsible for checking beforehand that the vehicle insurance policy covers its use by a student.

If, during their work placement, the student uses his own vehicle or a vehicle lent by a third party, he explicitly declares this to the insurer for this vehicle and, where applicable, pays the related premium.

## **Article 9 – Discipline**

The placement student is subject to any rules and regulations that apply to him and that are shared with him before the work placement starts, including rules on working hours and workplace health and safety at the host organisation.

Disciplinary measures can only be taken by his educational institution. In this case, the host organisation informs the placement tutor and the educational institution of the rule breaches and may provide supporting information.

Should there be a particularly serious breach of the host organisation's general rules, the host organisation reserves the right to terminate the work placement in compliance with the provisions of Article 10 of this agreement.

### **Article 10 – Leave - Interruption to the work placement**

In France (except if there are particular rules that apply in specific French Overseas Territories and in public bodies), for pregnancies, parenthood or adoptions, the placement student is granted leave and authorised absences of an equivalent duration to the duration set out for employees in Articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37 and L.1225-46 of the French Labour Code.

For work placements lasting more than two months and up to the maximum of six months, leave and authorised absences may be granted.

Number of authorised days / leave and authorised absence arrangements during the work placement:

-  
-  
-

For any other temporary interruption to the work placement (due to illness or unjustified absence, for example), the host organisation notifies the educational institution by letter.

The other parties to the agreement and the placement tutor are notified of any interruption to the work placement. The institution has procedures in place for validating the work placement, where needed. Should the parties to the agreement agree to it, the end of the work placement may be deferred so that the full placement period initially planned can be completed. This deferment shall be covered in an amendment to the work placement agreement.

An amendment to the agreement may be drawn up should the work placement be extended upon request by both the host organisation and the placement student, subject to compliance with the maximum statutory duration of a work placement (6 months).

Should one of the three parties (host organisation, placement student or his legal representative where applicable, or educational institution) wish to end the work placement, this party must immediately inform the other two parties in writing. The other two parties shall consult closely when examining the reasons given. The final decision on ending the work placement shall only be taken following this dialogue phase.

### **Article 11 – Duty of discretion and confidentiality**

Discretion is of the utmost importance and is valued by the host organisation given its specific characteristics. Therefore, the placement student shall, under no circumstances, publish any information that he has obtained or disclose it to third parties without the prior agreement of the host organisation, including the work placement report. This applies not only for the duration of the internship but also after it has ended. The placement student shall not keep, take or make a copy of any type of document or software whatsoever that belongs to the host organisation without the organisation's agreement.

In order to maintain the confidentiality of the information contained in the work placement report, the host organisation may require that the distribution of the report be restrict or that certain confidential elements be removed.

Any individuals who know of this information are bound by professional secrecy to not use or disclose the information in the report.

### **Article 12 – Intellectual property**

In accordance with the French Intellectual Property Code, should the placement student's activities result in work protected by copyright or industrial property rights (including software) being created, if the host organisation wishes to use it and the placement student agrees, a contract must be signed by the placement student (creator) and the host organisation.

In particular, the contract must specify which rights are being transferred, any potential exclusivity, the recipient, the media used and how long the rights are transferred, as well as, where applicable, the



amount of remuneration that must be paid to the placement student for transferring them. This clause applies irrespective of the status of the host organisation.

### **Article 13 – End of the work placement - Report/Dossier - Assessment**

1) Work placement completion certificate: at the end of the work placement, the host organisation issues a certificate (with a template provided in appendix 1), stating, as a minimum, the actual duration of the work placement and, where applicable, the stipend amount received. The placement student must produce this certificate in order to support any application for the statutory pension entitlement set out in Article L. 351-17 of the French Social Security Code

2) Work placement quality: at the end of the work placement, the parties to this agreement are invited to assess the quality of the work placement.

The placement student submits a document to the relevant department of his educational institution in which they assess the quality of the host organisation's reception. This document is not taken into account when assessing his report/dossier or in deciding on whether to award him a diploma or a certificate.

3) Assessment of the placement student's work: At the end of the work placement, the host organisation fills in an assessment sheet relating to the placement student's work, which it sends to the placement tutor *(or specify the assessment arrangements established beforehand in agreement with the placement tutor)*.....

4) Academic assessment arrangements: the placement student must *(please specify the work that must be provided, such as a report, potentially together with an appendix)*.....

ECTS amount:

5) The mentor at the host organisation or any member of the host organisation invited to come to the educational institution in connection with preparing for, running and validating the work placement cannot claim any type of compensation from the educational institution.

### **Article 14 – Applicable law - Competent courts**

This agreement is governed solely by French law.

Any dispute not settled amicably shall fall under the jurisdiction of the competent French court.

Signed in ..... On.....  
(One copy per signatory)

#### **FOR THE EDUCATIONAL INSTITUTION**

Name and signature of the educational institution's representative

#### **FOR THE HOST ORGANISATION**

Name and signature of the host organisation's representative

#### **PLACEMENT STUDENT (or his legal representative, where applicable)**

Name and signature

The placement student's placement tutor  
For academic supervision purposes, in accordance with  
Article D.124-3  
of the French Education Code  
Name and signature

#### **The placement mentor at the host organisation**

Name and signature

***Sheets to be appended to the agreement:***

- *Work placement completion certificate appendix;*
- *Where applicable, regulated work exemptions appendix;*
- *Depending on the placement student's situation and the tasks assigned to him, the following documents must be appended to the agreement: prohibited work exemption declaration; medical fitness certificate issued by the student occupational health physician at the French Ministry of Education, or by the occupational health physician at the Mutualité Sociale Agricole; authorisation for electrical works; a CACES or equivalent certificate.*