

AGREEMENT CONCERNING THE WORK EXPERIENCE PLACEMENT PROVIDED FOR IN ARTICLES R.715-1 AND R.715-1-2 OF THE FRENCH RURAL AND MARITIME FISHING CODE

Having regard to the French Labour Code, in particular Article L.4153-1;
Having regard to the French Education Code, in particular Articles L. 124-1, L. 124-9, L. 313-1, L. 331-4, L. 331-5,
L. 421-7, L. 911-4, D. 331-1 to D. 331-9, D. 333-3-1;
Having regard to the French Civil Code, in particular Articles 1240 to 1242;
Having regard to the French Rural and Maritime Fishing Code, in particular Articles L. 741-1, L. 751-1, L. 761-14, R715- 1, R. 715-1-2, D. 751-2 and D. 751-3 and D. 761-39;

TITLE I GENERAL PROVISIONS

Article 1

The purpose of this agreement is the implementation, for the benefit of the named student (surname, first name, date of birth), of a work placement made mandatory by the official syllabus of the general “seconde” class in which they are enrolled.

This work placement will take place from to

This work placement aims to raise students' awareness of the technological, economic, professional and social environment in connection with their educational objectives.

It is intended for students enrolled in the general and technological “seconde” class in an establishment under the jurisdiction of the Ministry of Agriculture. If this work placement involves a group, the methods of supervising students during this work placement are set by the school within the general framework of the organisation of school trips.

The student may be allowed to carry out this work placement individually, provided that they are monitored by the school and that it is carried out under the supervision of the work placement supervisor appointed for this purpose by the head of the company or the head of the host organisation when the latter is not the work placement supervisor. The employer shall associate the student with the activities of the company or host organisation, ensuring that the student’s participation in these activities is not detrimental to the employment situation at the company. In addition, the student is bound by a duty of professional discretion.

During this work placement, the student may under no circumstances carry out the work referred to in Articles D. 4153-16 to D. 4153-37 of the French Labour Code or those referred to in Articles R. 4153-50 to R. 4153-52 of the French Labour Code. The student may neither carry out manoeuvres or manipulations on other machines, products or production equipment, nor perform light work as defined in Article R. 715-2 of the French Rural and Maritime Fishing Code.

The activities with which the student is associated are specified in Title II of this agreement (special educational provisions).

Article 2

The terms for covering the costs relating to this period as well as the terms of insurance are defined under Title II of this agreement (special financial provisions).

Article 3

For the entire period of the work placement, the trainee is still officially a school pupil and, therefore, remains under the authority of the head of their agricultural education and vocational training establishment.

The school head ensures, through performing the necessary procedures, that the work placement conditions do not endanger the pupil's health and safety and that the training is suited to their course.

As such, the head of the company or host organisation must fill in the corresponding part of Title II (special educational provisions).

As the trainee is a school pupil, they cannot claim any remuneration from the company or host organisation. Nevertheless, in compliance with Articles L. 242-4-1, D. 242-2-1 of the French Social Security Code and D. 741-65-1 of the French Rural and Maritime Fishing Code, they may receive a stipend.

This is exempt from social security contributions if, in compliance with Article D. 242-2-1 of the French Social Security Code, its amount does not exceed the threshold equivalent to the product of 15.00% of the hourly social security ceiling and of the number of hours of work placement performed during the month in question. This amount takes into account the benefits in kind and in cash and the number of hours of scheduled monthly presence during the month in question.

When the amount of the stipend exceeds the limit indicated above, employer's obligations are incumbent on the company or host organisation.

The student must not be taken into account for the assessment of the workforce of the company or host organisation and may not take part in any professional election.

The trainee shall comply with the general rules in force within the company or host organisation, in particular with regard to safety, schedules and discipline, subject to the provisions of Article 4 of this agreement.

Article 4

Trainees under 18 years old cannot be made to work more than 8 hours per day or 35 hours per week, including any academic work. Trainees under 15 years old cannot be made to work for more than 32 hours per week, including any academic work.

For each 24-hour period, there is a set minimum daily rest period of 14 consecutive hours for trainees under 16 years old and of 12 consecutive hours for trainees aged 16 to 18 years old.

Minors must be given a break of at least 30 minutes once they have worked 4.5 hours in a day.

Exemptions to Sunday rest rules under Article L. 714-1 and by Articles R. 714-1 et seq of the French Rural and Maritime Fishing Code do not apply to trainees under 16 years old, who must be given two consecutive days of rest per week, including Sunday.

However, derogations from the Sunday rest entitlement do apply to young trainees aged 16 to 18 years old, on the same basis as adults, with the slight difference that they must be given two consecutive rest days each week.

Daily work schedules cannot require minors aged between 16 and 18 to be present at the place of work between 10 pm and 6 am, or minors under the age of 16 to be present between 8 pm and 6 am.

Article 5

The head of the company or host organisation or their representative takes the necessary steps to cover its civil liability any time that it may be incurred:

- either by taking out specific insurance covering its civil liability should there be any wrongdoing attributable to the company with regard to the trainee;
- or by adding an amendment regarding the trainee to the “business civil liability” or “professional civil liability” policy that it has already taken out.

The school head takes out insurance covering the pupil’s civil liability for any potential damages that they may cause during their work placement, as well as outside of the company or host organisation or while commuting to or from the training location or their home.

Article 6

Pursuant to the provisions of Articles L. 751-1-II-(1) and L. 761-14 (1) of the French Rural and Maritime Fishing Code (for Alsace-Moselle) and Article L. 412-8 (2)a of the French Social Security Code (overseas départements), trainees in agricultural education benefit from the legislation on workplace accidents.

Should the pupil be involved in an accident either while working or while commuting, the head of the company or host organisation shall inform the school head on the day the accident occurs or within 24 hours maximum.

The school head must report the workplace accident, by registered letter with acknowledgement of receipt, 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, not including Sundays and public holidays, starting from when they are notified by the company or host organisation.

Article 7

The school head may halt the work placement period at any time if the company or host organisation no longer fulfils:

- the core workplace health and safety and integrity requirements for the work placement;
- the conditions of supervision necessary for the implementation of the objectives specified in the special educational provisions contained in Title II of this agreement.

Article 8

The school head and the head of the company or host organisation or their representative shall keep each other informed of any issues, in particular those related to any absences of the trainee, that may arise from the application of this agreement and shall take, by mutual agreement, in liaison with the educational team, suitable steps to put an end to them.

In any event, the head of the company or host organisation or their representative may decide, after informing the school head, to terminate the work placement in the event of a serious breach of discipline on the part of the trainee.

TITLE II SPECIAL PROVISIONS

Article 9

An educational appendix will be drafted. It comprises a document that must contain all of the information listed below:

- the student's name;
- date of birth;
- the supervisor's or tutor's name and position;
- the coordinating course teacher's name (or their representative);
- the dates of the work placement period(s);
- the objectives of the work placement and the corresponding parts of the degree syllabus (for the class) concerned;
- the trainee's main activities;
- the role of the work placement in the student's assessment.

The educational appendix is signed by the coordinating course teacher

The obligations of the head of the company or host organisation or their representative include:

- presenting to the trainee the risk assessment specific to their company and educating them on the risks to which they are likely to be exposed and the measures taken to remedy them;
- directing and monitoring the trainee by appointing a supervisor or tutor responsible for ensuring this supervision;
- enabling the trainee to prepare their report, giving them the necessary time.

Article 10

Financial provisions

A financial appendix will be drafted and will specify the conditions:

- of accommodation;
- of meals;
- of transport;
- of insurance, specifying the name of the insurer and the policy number:
- for the educational establishment,
- for the company or host organisation.

Article 11

A copy of this agreement shall be given, after signature by the head of the company or host organisation or their representative and the school head, to the student and/or their legal representative as well as the work placement supervisor or tutor and the coordinating course teacher or their representative.

Signed in, on
(in three copies)

*The head of the company or
The head of the host organisation*

*The school head,
or their representative,*

Signature of the work placement supervisor or tutor (if different from the company head)

Trainee's signature

The signature of the trainee's legal representative, where applicable