

Year 2021-2022

Student Internship Agreement

The Avignon Art School (ESAA) is a public establishment of cultural cooperation, where students study for diplomas: National Diploma of Art (DNA) and National Diploma of Visual Art Expression (DNSEP). Teaching provided by artists, theoreticians and cultural professionals engaged in art, the higher education of the visual arts is an education of art with a permanent dialogue between practice and theory.

The establishment is under the administrative supervision of the City of Avignon and the Ministry of Culture.

The ESAA offers two courses: a Creation course and a Conservation-restoration course.

The *Creation* course is based on dialogue and confrontation with practices and the questioning of various types of knowledge. It allows each student to develop critical thinking around their visual artwork. This system is based on the ability of each person to define points of view, formal hypotheses and to bear witness to a relationship with the world in constant movement. It is therefore a question of encouraging curiosity, acuity and precision in visual art expression. The training leads students to master the stages of project management (design, experimentation, implementation, evaluation, reception) as well as the ability to respond to calls for projects or public commissions. It prepares them for an artistic profession or activities related to the field of creation requiring administrative and / or technical skills. Since September 2020, ESAA has set up two platforms (research and creation workshops) for its students: Objects and Devices and Speech-action-situation.

The *Conservation-restoration* course covers contemporary works of art as well as ethnographic objects. It aims to report on the problems posed by these cultural objects in order to consider treatment solutions adjusted to constraints, imposed by both heritage and by museums, and which are ethical and specific to conservation-restoration. The challenge is to develop the reflective, methodological and critical capacities of the student in the field of art and national heritage. It is about training professionals able to intervene, as conservator-restorers authorized by the Direction of the Museums of France, on national public collections. This course is oriented towards the acquisition of the methodological and theoretical skills required by the construction of a research work in connection with the fulfillment of a professional project.



ESAA

Name : École supérieure d'art d'Avignon

Address : 500 chemin de Baigne-Pieds

☎ 04 90 27 04 23

www.esaavignon.eu

Represented by (signatory of the agreement):

Raphaëlle Mancini

Occupation of the representative: Admin
Director.

Mail : administration@esaavignon.fr

Academic Advisor: Cécile Cavagna,

cecile.cavagna@esaavignon.fr

Student Advisor: Laetitia Herbette,

laetitia.herbette@esaavignon.fr

THE HOST ORGANISATION

Name :

Address :

Represented by (name of the signatory of the agreement):

Occupation of the representative:

The department in which the internship will take
place.....



Email :

Where the internship will take place (if different to the organization
address) :

THE INTERN.

Surname : Name : : F M

Date of birth : ___/___/_____

Address :

☎ Email :

Title of the training or course followed at ESAA with amount of hours (yearly or by semester) :



SUJET OF INTERNSHIP

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Dates : From..... to.....

Total number of hours..... (per week / per month)

And corresponding todays present at the host organization.

Amount of hours - if full days are not worked : (Number of hours per week / Number of hours by day)

Comments :

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**SUPERVISION OF THE INTERN
BY ESAA**

Name of referent teacher :

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Position:

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Email :

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**SUPERVISION OF THE INTERN
BY THE HOST ORGANISATION**

Name of internship tutor :

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Position :

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.....



Email :

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According to the Public Health Code in particular its articles L. 3131-1 and the following;
According to the Education Code, in particular its articles L. 124-1 to L. 124-20, L. 612-11 and D. 124-1 to D. 124-9; D714-21 and the following;
According to the Social Security Code and in particular Articles L. 242-4-1, L. 412-8 and D. 242-2-1;
According to the Labor Code and in particular its articles L. 1221-13 and D. 1221-23 and the following;
According to Decree No. 2020-1257 of October 14, 2020 declaring a state of health emergency;
According to the national protocol to ensure the health and safety of employees;
Considering the ESAA Sanitary Protocol;

Internship in France : Internships in France: Given the exceptional circumstances due to the Covid 19 pandemic, it is understood between the parties that they will have verified beforehand that the missions entrusted to the intern, lend themselves to face-to-face and / or remote work, and that the appropriate equipment is provided.

The tutors check the possibility of use by the parties of adequate communication tools.

The internship can only be carried out face to face in strict compliance with French regulations and health and safety provisions applicable to the host organization.

It is understood between the parties that in the event of total lockdown, the internship will automatically switch to a remote internship or be suspended, if the remote internship is not possible.

A medical examination will be automatically organized for all students exposed to a risk during their internship.

Contact for doctor: Centre de Gestion du Vaucluse.

Internships abroad: Given the exceptional circumstances due to the Covid 19 pandemic, it is understood between the parties that they will have verified beforehand that:

- if the internship takes place face-to-face, an appropriate insurance is taken out by the intern for the return home, in the event of a lockdown or other circumstances making it impossible the internship to continue.

- the assignments entrusted to the intern are suitable for face-to-face and / or remote work and that they must have the appropriate equipment.

The tutors check the possibility of use by the parties of adequate communication tools.

The internship can only be carried out face-to-face in strict compliance with any health and safety provisions applicable to the host organization.

It is understood between the parties that in the event of a lockdown, the internship will automatically switch to a remote internship or be suspended if the remote internship is not possible, in addition to the repatriation arrangements.

The intern hereby agrees to inform before his departure on ARIANE:

<https://pastel.diplomatie.gouv.fr/fildariane/dyn/public/login.html>

The intern infected with Covid19 during his internship must comply with the conditions prescribed in the host country, in particular in terms of quarantine. The educational institution is not required to repatriate the intern. A medical examination will be automatically organized for all students exposed to a risk during their internship.

Doctor contact: Centre de Gestion du Vaucluse.

In case of emergency (other than the intern) : Cécile Cavagna, Academic Advisor ESAA
cecile.cavagna@esaavignon.fr

Article 1 – Objective of the agreement

This agreement governs the host organization's relations with the educational institution and the intern.

Article 2 – Objectif du stage

The internship corresponds to a temporary period of role-play in a professional environment during which the intern acquires professional skills and implements the achievements of his training with a view to obtaining a diploma or certification and promote professional integration. The intern is entrusted with one or more missions in accordance with the educational project defined by his educational institution and approved by the host organization. The program is established by the educational institution and the host organization according to the general program of the training provided.

TRUSTED ACTIVITIES :

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SKILLS TO BE ACQUIRED OR DEVELOPED :

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Article 3 – Internship terms

The weekly duration of the intern's presence at the place (s) designated in the header will be hours on a full-time / part-time basis (cross out one option),
 It is forbidden to entrust the intern with tasks dangerous to his health or safety.
 If the intern must be present in the host organization and / or in the place designated in the header at night, on Sunday or on a public holiday / specify the specific cases:

Article 4 – Reception and supervision of the intern

The intern is supervised by the referent teacher designated in this agreement as well as by the department of the institution in charge of internships.
 The internship tutor designated by the host organization in this agreement is responsible for monitoring the intern and optimizing the conditions for carrying out the internship in accordance with the pedagogical stipulations defined.
SUPERVISING METHOD (visits, telephone interviews, etc.)

If the conditions allow it: on the one hand, the intern is authorized to return to his educational establishment during the internship to follow courses explicitly requested by the program, or to participate in meetings (the dates are brought to the attention of the host organization by the establishment), on the other hand, the host organization may authorize the intern to travel, except for internships abroad.
 Any difficulty that arises during the internship, whether noted by the intern or by the internship tutor, must be brought to the attention of the referent teacher and the educational institution in order to be resolved as soon as possible.

Article 5 – Gratification - Avantages

In France, when the duration of the internship is greater than 308 consecutive hours or not, it is subject to a bonus, except in the case of special rules applicable in certain French overseas communities and for internships falling under article L4381-1 of the public health code. The hourly amount of the bonus is set at 15% of the hourly social security ceiling defined in application of Article L.241-3 of the Social Security Code. A branch convention or professional agreement may define an amount greater than this rate. The organization may decide to pay a bonus for internships the duration of which is less than or equal to two months. In the event of suspension or termination of this agreement, the amount of the bonus due to the intern is prorated according to the duration of the internship carried out. The duration giving entitlement to a bonus is assessed taking into account this agreement and any amendments thereto, as well as the number of days of actual presence of the intern in the location (s) indicated

THE AMOUNT OF BONUS is fixed at: € per hour / day / month (cross out one option).

Article 5b - Internships in France. Access to employee rights - Benefits

(Private law body in France except in the case of special rules applicable in certain French overseas communities):

The intern benefits from the protections and rights mentioned in articles L.1121-1, L.1152-1 and L.1153-1 of the labor code, under the same conditions as employees.

The intern has access to the company restaurant or to the meal vouchers provided for in Article L.3262-1 of the Labor Code, under the same conditions as the employees of the host organization. It also benefits from the payment of transport costs provided for in Article L.3261-2 of the same code.

The intern has access to the social and cultural activities mentioned in Article L.2323-83 of the Labor Code under the same conditions as employees.

The host organization undertakes to comply with any national or sectoral health guidelines.

OTHER BENEFITS GRANTED:

Article 5c - Internships in France. Access to agent rights - Advantages

(Body governed by public law in France except in the case of special rules applicable in certain French overseas communities):

The journeys made by the intern of a body governed by public law between their home and their place of training are covered under the conditions set by decree n ° 2010-676 of June 21, 2010 instituting partial payment of the price of season tickets corresponding to trips made by public officials between their usual residence and their place of work.

The intern hosted by a body governed by public law and who performs a mission in this context benefits from the payment of his temporary travel expenses according to the regulations in force.

The place (s) of the internship indicated in this agreement is considered to be his administrative residence.

OTHER BENEFITS GRANTED

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Article 6 - Social protection scheme (sickness and accidents) During the internship, the intern remains affiliated to his previous Social Security scheme. He must check his health coverage conditions and provide a certificate of coverage to his educational establishment when signing the internship agreement and in any case before departure.

6.1 Bonus of a maximum amount of 15% of the hourly social security ceiling - protection by France (see conditions in article 6.4)

The bonus is not subject to social contributions.

The intern benefits from the legislation on work accidents under Article L.412-8 2 ° of the Social Security Code.

In the event of an accident or occupational disease occurring to the intern either during activities in the organization, or during the journey, or at the places made useful for the needs of the internship, the host organization sends the declaration to the 'Caisse Primaire d'Assurance Maladie' or the competent fund (see address on page 1), mentioning the educational establishment as the employer, with a copy to the educational establishment.

The bonus owed by a body governed by public law may not be combined with remuneration paid by this same body during the period concerned.

The bonus is due without prejudice to the reimbursement of the costs incurred by the intern to complete his internship and the benefits offered, if any, for meals, accommodation and transport.

6.2 Extra bonus more than 15% of the hourly social security ceiling:

The intern is not covered by France for internships abroad with a bonus above the legal ceiling.

Social security contributions are calculated on the differential between the amount of the bonus and 15% of the hourly social security ceiling.

The student benefits from legal coverage in accordance with the provisions of Articles L.411-1 of the Social Security Code. In the event of an accident occurring to the intern either during activities in the organization, or during the journey, or on places made useful for the needs of his internship, the host organization takes all the necessary steps with the Primary Health Insurance Fund and informs the establishment as soon as possible.

6.3 Sickness protection for the intern abroad:

1) Protection resulting from the French regime:

- For internships within the European Economic Area (EEA) carried out by students of nationality of a member country of the European Union, the student must apply for the European Health Insurance Card (EHIC).

- For internships carried out in Quebec by students of French nationality, the student must request form SE401Q (104 for internships in companies, 106 for internships in university).

- In all other cases:

Interns who incur health costs abroad can be reimbursed from the mutual fund which acts as their student Social Security Fund, upon return, and upon presentation of supporting documents: reimbursement is then made on the basis of the French treatment rates, significant differences may exist.

° It is therefore strongly recommended that the intern take out specific complementary health insurance, valid for the country and the duration of the internship, with the host organization of their choice (student mutual, parents' mutual, private ad hoc company, etc.).

° Exception:

If the host organization provides the intern with Sickness coverage under the provisions of local law (see 2 below), then the intern can choose to benefit from this local Sickness coverage. Before making such a choice, he will check the scope of the guarantees offered.

2) Protection from the host organization:

By checking the appropriate box, the host organization indicates below whether it provides Sickness protection to the intern, under local law:

- o YES (this is in addition to the support, abroad, of rights under the French regime)
 - o NO (protection then derives exclusively from the support, abroad, of rights under the French regime)
- If no box is checked, 6.3 1 applies.

6.4 Work accident protection for the intern abroad:

- 1) To be able to benefit from French legislation on occupational accident cover, this internship must:
 - Be of a duration of at most 12 months.
- 2) Not to give rise to any remuneration likely to give rise to rights to work accident protection in the foreign country.
- 3) Take place exclusively in the host organization party to this agreement.
- 4) Take place exclusively in the foreign country mentioned.

When the conditions are not met, the host organization undertakes to contribute to the protection of the intern and to make the necessary declarations in the event of a work accident.
- 5) The declaration of work accidents is the responsibility of the establishment, which must be informed by the host organization in writing within 48 hours.

Any interruption of the internship is reported to the other parts of this agreement and to the referent teacher. A validation procedure is put in place, if necessary, by the establishment. If the parties to the agreement agree, a postponement of the end of the internship is possible to allow the completion of the total duration of the internship initially planned. This postponement will be the subject of an amendment to the internship agreement.

An amendment to the agreement may be drawn up in the event of an extension of the internship at the joint request of the host organization and the intern, in compliance with the maximum duration of the internship set by law (924 hours).

6) The cover concerns accidents that have occurred:

- Within the premises of the internship and during internship hours.
 - On the usual round trip between the intern's residence on foreign territory and the place of the internship.
 - On the return journey (start and end of the internship) from the intern's home located on French territory and the place of residence abroad.
 - As part of a mission entrusted by the host organization and necessarily on a mission order.
 - In the event that only one of the conditions provided for in point 6.4 1) is not met, the host organization undertakes by this agreement to cover the intern against the risk of occupational accident, journey and occupational diseases and to ensure all the necessary declarations.
- In all cases,
- If the student is the victim of an occupational accident during the internship, the host organization must immediately report this accident to the establishment.
 - If the intern fulfills limited assignments outside the host organization or outside the country of the internship, the host organization must make all the necessary arrangements to provide them with the appropriate insurance.

Article 7 - Liability and insurance

The host organization and the intern declare that they are covered by civil liability.

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

When as part of his internship, the student uses his own vehicle or a vehicle loaned by a third party, he expressly declares to the insurer of said vehicle and, where applicable, pays the related premium.

As part of an internship at home, the student who uses his own equipment declares it to his insurer and, where applicable, pays the related premium.

Article 8 - Discipline

The intern is subject to the discipline and to the clauses of the internal regulations which apply to him and which are brought to his attention before the start of the internship, in particular with regard to the schedules and the rules of hygiene and safety in force in the host organization.

The intern agrees to report any malfunction in terms of health and safety to his host organization and to his higher education establishment.

Any disciplinary sanction can only be decided by the educational institution. In this case, the host organization informs the referent teacher and the establishment of the shortcomings and possibly provides the constituent elements.

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

Article 9 - Leave - Interruption of the internship

In France (except in the case of special rules applicable in certain French overseas communities or in public law bodies), in the event of pregnancy, paternity or adoption, the intern benefits from leave and authorizations to " absence of a duration equivalent to that provided for employees in articles L.1225-16 to L.1225-28, L.1225-35, L.1225-37, L.1225-46 of the labor code.

For internships lasting more than two months and within the limit of the maximum duration of 6 months, leaves or authorizations of absence are possible.

NUMBER OF DAYS OF AUTHORIZED LEAVE / or terms of leave and authorization of absence during the internship:

For any other temporary interruption of the internship (illness, unjustified absence, etc.) the host organization notifies the educational establishment by email.

Article 10 - Duty of secrecy and confidentiality

The duty of reserve is absolute and appreciated by the host organization given its specificities. The intern therefore undertakes to never use the information collected or obtained by them for publication or communication to third parties without the prior agreement of the host organization, including the internship report. This commitment is valid not only for the duration of the internship but also after its expiry. The intern undertakes not to keep, take away or take a copy of any document or software of any kind belonging to the host organization, except with the latter's agreement. Within the framework of the confidentiality of the information contained in the internship report, the host organization may request a restriction on the distribution of the report, or even the withdrawal of certain confidential elements. Those who come to know about it are bound by professional secrecy not to use or disclose the information in the report.

Article 11 - Intellectual property

In France, in accordance with the intellectual property code, in the event that the intern's activities give rise to the creation of a work protected by copyright or industrial property (including software), if the organization host wishes to use it and if the intern agrees, a contract must be signed between the intern (author) and the host organization.

The contract will then have to specify in particular the extent of the transferred rights, the possible exclusivity, the destination, the supports used and the duration of the transfer, as well as, if applicable,

the amount of the remuneration due to the intern under the assignment. This clause applies regardless of the status of the host organization.

Article 12 - End of internship - Report - Evaluation

1) Internship certificate: at the end of the internship, the host organization issues a certificate, the model of which is attached, mentioning at least the actual duration of the internship and, where applicable, the amount of the bonus received. The intern must produce this certificate in support of his possible request for entitlement to the general pension insurance scheme provided for in art. L.351-17 of the Social Security Code.

2) Quality of the internship: at the end of the internship, the parties to this agreement are invited to make an assessment of the quality of the internship.

The intern sends a document to the competent department of the educational institution in which he assesses the quality of the reception he has received within the host organization. This document is not taken into account in the intern's assessment or in obtaining his diploma or certification.

3) Evaluation of the intern's activity: at the end of the internship, the host organization fills in an evaluation sheet of the intern's activity which it returns to the Academic Advisor and the referent teacher (sheet in attached).

4) Educational evaluation methods: the intern must make an internship report sent to the Academic Advisor and the host organization must send the internship evaluation form completed with the certificate (attached documents).

Number of ECTS (if applicable):

Article 13 - Applicable law - Competent courts

This agreement is governed exclusively by French law.

Any dispute not resolved amicably will be subject to the jurisdiction of the competent French court.

Signed at (town)

Date

For l'ESAA,

Raphaëlle Mancini, Admin Director

The intern's referent teacher

Name and signature

The intern (or representant legal)

Name and signature

The host organisation

Name and signature