

## training course agreement

### between,

The Orleans Higher School of Art and Design, state-run cultural establishment, situated 14 rue Dupanloup, 45000 ORLEANS, represented by Béatrice BARRUEL, President of the school administration board, and by Emmanuel GUEZ, its Director,  
by the name of « **ÉSAD Orléans** »,

on the one hand,

### and,

recipient facility

name of person in charge

title, duties

address

postal code

téléphone landline

email

city

cell

Website

on the other hand.

### concerning the training by the students :

name and first name

section

year of studies

téléphone

email

as part of its studies at ÉSAD Orléans.

### Preamble

The training course hereby covered by the agreement features in the curriculum dispensed at the Orleans Higher School of Art and Design (ÉSAD Orléans). By the enforcement of the law n°2014-1420 of 27 november 2014 concerning the organization of studies, the students' curriculum allows for professional experience within professional environments, giving the opportunity to further their knowledge in creative and production settings. This course is compulsory for the achievement of the graduation diploma.

### The following is agreed :

#### article 1 – object

The present agreement concerns the setting of conditions and practical details of the implementation of a professional training course, for the benefit of afore-mentioned student.

#### article 2 – training course dates and prolongation

The course will take place from the \_\_\_\_\_ to the \_\_\_\_\_  
It can be prolonged providing there is an endorsement (article 9).

### **article 3 - objectives of the course**

The training course principally aims to guarantee the practical application of the teachings given at the ÉSAD Orléans and to complete the student's professional training without the recipient facility expecting direct (copyright protection) or indirect profits from the presence and participation of the trainee student other than that of a regular activity of the latter in the course of the period.

### **article 4 - follow-up procedures for the trainee**

The recipient facility will appoint a tutor in charge of the following the good development of the course.

name and first name of the tutor \_\_\_\_\_

fonction \_\_\_\_\_

email \_\_\_\_\_

téléphone \_\_\_\_\_

The student's missions will be validated by a pedagogical head within the ÉSAD Orléans, in accordance with the general curriculum of the school and the student's specialization.

name and first name of the pedagogical head \_\_\_\_\_

fonction \_\_\_\_\_

email \_\_\_\_\_

téléphone \_\_\_\_\_

The latter could request the tutor to appreciate the student's work in general, and certain points he/she may deem necessary. The recipient facility could inform of difficulties which may arise during the development of the course and in the application of the hereby agreement.

An assessment form will be given to the tutor to complete, and return to the ÉSAD Orléans, at the end of the course. The student will give his training course report to his/her pedagogical head.

### **article 5 – student's obligations**

The students will be involved in the activities of the recipient facility and thereby will be subject to the internal discipline, in particular the medical check-ups and schedules. When the trainee interrupts his period of training in a professional environment or his internship for a reason related to illness, accident, pregnancy, paternity, adoption or, in case of non-compliance with educational stipulations, or in the event of termination of the agreement at the initiative of the host organisation, an amendment to the agreement shall be drawn up for the postponement of the end of the probationary period.

The ÉSAD Orléans reserves the right to terminate the internship if the expectations, objectives and tasks of the internship defined in the articles and in this agreement are not respected.

In the event of a breach of discipline or a serious misdemeanor on the part of the trainee, the head of the recipient facility may terminate the training course of the trainee at fault, after having informed the Orleans Higher School of Art and Design by registered letter with acknowledgement of receipt at least 15 days in advance.

The ÉSAD Orléans will validate the period of professional training or the internship, even if it has not reached the expected duration of the studies.

The student commits him/herself to not use information on the recipient facility or its clients in order to pass it on to third parties or to publish it, even after the course, except with written agreement of the recipient facility. On the other hand, the student remains free to use the result of his/her work achieved in the recipient facility, in line with the program defined by article XI, in particular to present it in the end of course report and at the diploma viva or to use it later for a job interview. For any other use the student will first request authorization from the company.

## **article 6 – conditions financières**

The training course is not necessarily paid when it lasts under two months. However a gratuity may be given to the student at the recipient organization's discretion :

monthly amount of the gratification \_\_\_\_\_  
which \_\_\_\_\_ in-kind benefits\* \_\_\_\_\_

\*specify (transport, accommodation catering...)

The students receive a financial gratification when the course lasts over two consecutive months. This is due from the first day of the first month of the course. It is paid monthly. In the event of a suspension or termination of the course agreement, the amount of the gratification due is proportional according to the length of the course performed. The food, accommodation, and transport costs pertaining to this training period will remain at the student's expense except if the recipient facility decides otherwise.

The training costs incurred by the course will remain at the expense of the recipient facility.

## **article 7 – personal liability / student Welfare**

### **7.1 – civil responsibility of the student**

The student certifies he/she is covered by individual personal liability insurance during the period of the training course. He/she will name the personal or health insurance below.

name of Company \_\_\_\_\_  
adresse \_\_\_\_\_  
policy number \_\_\_\_\_

### **7.2 – personal liability**

The personal liability of the recipient facility must be covered by an insurance guaranteeing the different risks run by the student during the time of the course.

### **7.3 – student welfare**

In all cases the student benefits from the protection rules related to the hours of work and the hours of rest per week as stated by the French work code.

The trainees continue to benefit from the student coverage of the French Welfare Service (Sécurité Sociale).

In compliance with the clauses of article L 412-8-2-b and article D 412-6 of the French Welfare Code, the trainees benefit from the legislation covering work accidents

In the case of an accident at work or during the commute, the declaration must be carried out by the head of the recipient facility and immediately sent by registered letter to the ÉSAD Orléans.

When a trainee uses his/her personal vehicle as part of the training course activities he/she is covered only by personal car insurance or by that of the recipient facility.

In accordance with the provisions of Article L. 1152-1 of the French Labour Code, trainees in the same capacity as employees must not be subjected to repeated acts of moral harassment which have as their object or effect a deterioration of their working conditions liable to infringe their rights and dignity, impair their physical or mental health or jeopardize their professional future.

In accordance with the provisions of Article L. 1153-1 of the French Labour Code, trainees and employees must not suffer the following:

### 7.3 – student welfare (suite)

1° either sexual harassment, consisting of repeated sexual remarks or behaviours that either undermine his or her dignity by reason of their degrading or humiliating character, create an intimidating, hostile or offensive situation against them ;

2° either assimilated to sexual harassment, consisting of any form of serious pressure, even if not repeated, exercised for the real or apparent purpose of obtaining an act of a sexual nature, whether that act is sought for the benefit of the perpetrator or a third Party.

### article 8 – intellectual and industrial property rights

In compliance with the applied ruling, the trainee student remains entitled to copyright on original creations or inventions he/she makes during his/her course and thus preserves all moral and property rights resulting from the latter (except under the clauses of article L.113.5 of the CPI concerning collective works).

In the case of reutilization of student's creations or inventions by the recipient facility for other means than those defined by the missions in the framework of the course, and of a prospective commercial exploitation, an agreement defining the outlines and details of cession of rights will have to be drafted.

In the case of a cession of industrial or intellectual property rights of the company, the latter will be free to protect or not these inventions or exploit the resulting prospective patents freely.

The name of the student trainee will then be mentioned as inventor on any patent request or patented model protecting the invention.

### article 9 – modifications

The hereby agreement may be modified during the training course by means of endorsement with the express agreement of the dean of the ÉSAD Orléans.

### article 10 - litigation

The Parties will strive to solve with good will any dispute resulting from interpretation or execution of the hereby agreement, failing which litigation will be brought to the 'Tribunal Administratif', court in Orleans.

### article 11 – course contents / missions

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A \_\_\_\_\_ Date \_\_\_\_\_

visa of the pedagogical head (ÉSAD Orléans)

Per pro the student

\_\_\_\_\_  
Per pro the ÉSAD Orléans

\_\_\_\_\_  
Per pro the recipient facility