



To be completed and sent by post to
INSEEC – Service de l'apprentissage
BEFORE 4 JUNE 2009 AT THE LATEST



SECONDMENT AGREEMENT FOR AN APPRENTICE IN A FOREIGN COMPANY
Academic year 2009-2010

The following agreement is intended to enable the apprentice to have a designated international training period either in a foreign country or in France (this only possible for 2nd year apprentices), in accordance with the overall programme of the apprentice's courses and the work/study schedule defined by the CFA SACEF and INSEEC.

The international training period is an integral part of the educational programme and is compulsory element to qualify for the diploma. The CFA SACEF delegates the right to send the apprentice on an international training period to his/her employer/home-company. The latter agrees to second the apprentice either (1) in one of its foreign business units or (2) in a foreign company or (3) in a French company with significant foreign business activity.

**In view of article R-6223-17 of the French Labour Code,
The following agreement governs the conditions regarding the secondment of:**

SURNAME OF THE APPRENTICE: _____ First name: _____

Home-company: _____

Enrolled in (year): _____ Major: _____

Foreign country of destination: _____

Place (places if several) where the international training period shall take place: _____

The international training period shall take place from / / to / /
Duration: _____

If the international training period is discontinued, the days and periods concerned must be specified hereafter:

ARTICLE 1 : PARTIES

The agreement governs the relationships between the following parties, namely:

1. THE HOME-COMPANY:

NAME: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Represented by Mr: _____ Title: _____

Department in which the apprenticeship is carried out: _____

which will be referred to hereafter as the « home-company ».

2. THE HOST-COMPANY:

NAME: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Represented by M.: _____ Title: _____

Department in which the secondment of the apprentice is going to take place: _____

which will be referred to hereafter as the “host-company”.

3. THE APPRENTICE:

Mrs/ Ms/ Mr (surname) _____ First name _____

Enrolled in (exact title of the course) _____

Address: _____

Telephone: _____ E-mail: _____

who will be referred to hereafter as the “apprentice”.

4. THE CFA SACEF AND THE BUSINESS SCHOOL:

CFA SACEF	INSEEC
8, rue d'Athènes - 75009 PARIS	31, quai de Seine – 75019 PARIS
Tel : (33) 1 78 09 88 51	Tel. : (33) 1 42 09 99 17

ARTICLE 2: EDUCATIONAL BASIS AND CONTENT OF SECONDMENT

2.1. Aims and Objectives and Purpose of the Secondment:

The aim of the international training period is to prepare the apprentice for his/her business career and to help him/her better understand the international business environment.

The content of secondment will be designed within the framework of the course curriculum and in line with the apprentice's professional and personal aims. The content of the international training period is to be decided by the company manager in agreement with the apprentice's supervisor at INSEEC.

2.2. Subject and content of the apprentice's international training period:

2.3. Educational basis of the apprentice's international training period:

2.4. Major tasks assigned by the host-company to the apprentice who is fully cognizant of these tasks and hereby agrees to undertake them:

2.5. Relationship between the tasks assigned to the apprentice in the host-company and the course objectives:

2.6. Relationship between the tasks assigned to the apprentice in the host-company and the tasks assigned to him/her in the home-company:

2.7. Criteria and forms of assessment for the tasks carried out during the secondment and all follow-up, namely the apprentice's secondment report for the Business School, the home-company and/or the host-company:

ARTICLE 3 : SUPERVISION OF THE APPRENTICE DURING HIS SECONDMENT

The international training period is to take place on the premises of the host-company at the following address:

In the following Department: _____

At INSEEC, the apprentice will be assigned a supervisor whose name is (surname and first name):

Mr/Mrs _____ Title: _____

Telephone: _____ E-mail: _____

He/she will be his/her academic tutor for the duration of the secondment.

In the host-company the apprentice will be supervised by:

Mr/Mrs _____ Title: _____

Telephone: _____ E-mail: _____

He/she will be responsible for the apprentice in the host-company.

ARTICLE 4: COSTS, CIVIL LIABILITY AND INSURANCE

During the period of secondment in the host-company, the French apprenticeship training agreement is binding and the apprentice's salary remains the home-company's responsibility. The apprentice shall remain on the payroll of the home-company and he/she shall benefit from the advantages linked to his/her status, namely in terms of health and industrial injury insurance coverage.

The home-company shall furnish all the necessary paperwork to the CPAM (French National Health Insurance Organization) in order to guarantee the apprentice's rights.

The costs linked to the secondment and the corresponding parties responsible are listed below:

COSTS	Parties responsible and conditions
Educational	
Professional	
Transportation	
Accommodation expenses	
Food	
Personal assistance insurance policy (personal repatriation, physical injury, supplementary medical expenses, additional insurance, early return...)	<i>Covered by the CFA SACEF's group insurance policy (This coverage will only be applicable if the CFA SACEF has a copy of the administrative and educational agreement at the time of the apprentice's first departure. The apprentice will be informed of this by the CFA SACEF)</i>

I, the undersigned (the apprentice) voluntarily agree to be responsible for the payment of the above costs linked to my international training period.

I declare that I have been informed that I am responsible for these costs on a voluntary basis and that my host-company shall only be responsible for the payment of my salary in accordance with the conditions that apply to my apprenticeship training agreement.

I am free to opt for another international working period, either found by myself, or possibly by the CFA SACEF or INSEEC, but without any specific or partial funding whatsoever.

The apprentice:

(Preceded by the words « read and approved »)

Date:

Signature

ARTICLE 5: TERMS AND CONDITIONS OF SECONDMENT

5.1. Conditions during the secondment period:

The host-company must respect the applicable legislation concerning working hours as well as hygiene, safety and workplace conditions as stipulated in Volume II of the French Labour Code (Chapter II, Section II).

The working hours applicable correspond to those required of the host-company's employees.

Any substantial modification made to the working hours during the secondment period will require an additional clause to the present agreement.

The maximum weekly working hours performed by the apprentice cannot exceed those applicable in the apprenticeship training agreement signed with his/her home-company, i.e.: _____ hours.

5.2. PARTICULAR CASES

When the international training period involves certain work conditions (night-shifts, working on Sundays or bank holidays) the nature and duration of the apprentice's obligations must be specified hereafter:

If the job performed by the apprentice in the host-company necessitates special medical supervision as required by the Health and Labour Laws, the corresponding obligations and costs are the responsibility of the home-company.

ARTICLE 6: RESPONSIBILITIES OF THE APPRENTICE

During the execution period of this agreement, the apprentice is required to respect the rules and regulations of the host-company and in particular those concerning working hours and company rules and regulations.

He/she must observe professional secrecy throughout the duration of the secondment. He/she shall not divulge any of the information gathered for the purpose of his or her report to a third party or allow any of this information to be published.

During the execution period of this agreement, the apprentice will complete all the tasks assigned to him/her and he/her will complete all the school assignments in the course programme.

The apprentice acknowledges having been fully informed of the conditions and obligations related to the organization of his/her international secondment and hereby agrees to comply with all of them.

This agreement has been drawn up in 5 original copies signed by all the parties to this agreement who each agree to all the conditions and obligations therein.

Each party acknowledges having received a copy of the present agreement.

Apprentice	Home-company Representative	Host-company Representative
Date: At:	Date: At:	Date: At:
<i>Signature (preceded by the words « read and approved »)</i>	<i>Signature and seal</i>	<i>Signature and seal</i>

Visa du CFA SACEF	INSEEC
Date: At:	Date: At:
<i>Signature and seal</i>	<i>Signature and seal</i>