

# Decrees, Orders, Circulars

## GENERAL TEXTS

### MINISTRY OF LABOUR

#### Order of 22 January 2020 on the standard agreement provided for by Articles R.6222-67 and R.6325-34 of the Labour Code

NOR: MTRD2002356A

The Ministry of Labour,

Having regard to the Labour Code, in particular L.6222-42, L.6325-25, R.6222-67 and R.6325-34,

decrees that:

**Art. 1.** - The standard agreement provided for by Articles R.6222-67 and R.6325-34 of the Labour Code is established in accordance with Annex 1 of the Order.

It is completed by a set of guidelines set out in Annex 2, which are designed to assist with drawing up the agreement.

**Art. 2.** - The provisions of this Order take effect on the day after its publication.

**Art. 3.** - The General Delegate for Employment and Vocational Training is responsible for the implementation of this Order, which will be published in the Official Journal of the French Republic (*Journal officiel de la République française*).

Issued on 22 January 2020.

On behalf of the Minister and on his  
authority:

*The General Delegate for Employment and  
Vocational Training*  
B. LUCAS

### APPENDICES

#### ANNEX 1

AGREEMENT FOR THE IMPLEMENTATION OF A MOBILITY ARRANGEMENT NOT EXCEEDING FOUR WEEKS FOR AN APPRENTICE OR BENEFICIARY OF A PROFESSIONALISATION CONTRACT, INVOLVING THE "SECONDMENT" OF THE TRAINEE TO A COMPANY OR TRAINING ORGANISATION OR CENTRE WITHIN OR OUTSIDE THE EUROPEAN UNION

This agreement is entered into pursuant to the following texts:

- the Labour Code, in particular Articles L.6222-42 et L.6222-44, L.6325-25, L.1111-3, R.6222-67 and R.6325-34;
- the Social Security Code, in particular Articles L.160-7, R.160-1 et seq. and R.441-1 to R.444-7;
- Directive 94/33 on the protection of young people at work;
- Regulation (EEC) No 1408/71.

#### Preamble

For mobility periods not exceeding four weeks, this mobility agreement is entered into for the purpose of organising the period of training within or outside the European Union of a person on a professionalisation contract or an apprenticeship in a host company or training organisation/centre, which involves the "secondment" of the trainee by the French employer to a host company or training organisation/centre abroad.

#### Glossary

The term "*employer*" refers here to the signatory of the professionalisation or apprenticeship contract in France with whose company the beneficiary of said contract is completing their on-the-job training.

The term "*host company*" is to be understood as the economic unit or organisation, whatever its legal form, established in another State within or outside the European Union which hosts the beneficiary of the professionalisation or apprenticeship contract as part of their training.

The term "*training organisation*" refers to the training organisation with which the beneficiary of the professionalisation contract is enrolled for their training in France.

The term "*apprentice training centre*" refers to the training organisation with which the beneficiary of the apprenticeship contract is enrolled for their theoretical training in France.

The term "*host training organisation/centre*" refers to the organisation established in another State within or outside the European Union providing theoretical training to the beneficiary of the professionalisation or apprenticeship contract.

**Pursuant to and with regard to the foregoing, this agreement is entered into by:**

**The French employer** .....

Address: .....

Telephone, email: .....

Represented by: .....

**The French apprentice training organisation/centre** .....

Address: .....

Telephone, email: .....

Training body registration no.....

Represented by: .....

**The host company [where applicable]** .....

Host country.....

Address: .....

Telephone, email: .....

Identification no.: .....

Represented by: .....

**The host training organisation/centre [where applicable]** .....

Host country.....

Address: .....

Telephone, email: .....

Identification no.: .....

Represented by: .....

**The beneficiary of the professionalisation or apprenticeship contract**

Surname:  
.....

First names: .....

Professionalisation or apprenticeship contract no. ....

**The professionalisation or apprenticeship contract is annexed to this agreement.**

## Article 1

### *Object.*

The apprentice or beneficiary of a professionalisation contract may complete part of their contract abroad for a period of up to one year. The length of the part of the contract completed in France must nevertheless be at least six months.

During the mobility period abroad, the principle of alternating on-the-job training and theoretical or classroom training is not compulsory. The apprentice or beneficiary of the professionalisation contract may only complete a period of training in a company or only follow courses delivered by a training organisation, during their stay abroad, or alternate these two activities.

**This agreement governs the relations between the parties in the case of a mobility period spent by the beneficiary of a professionalisation or apprenticeship contract in a host company or training organisation/centre situated within or outside the European Union.**

The general objectives of the training undertaken during the mobility period, as well as the tasks to be performed in the host company or the courses to be followed at the host training organisation/centre are set out in the *Educational Annex* enclosed with this agreement. This annex also contains details of the method of assessing the competencies acquired abroad. If the assessment is part of a certification programme, it is taken into account for the awarding of the diploma, a competency module or a credit unit.

The conditions of access to social protection, the applicable provisions on working time, rest periods, leave and public holidays, the health and safety provisions, working hours and

the equipment and products used, as well as the information on civil and professional liability insurance, are set out in the *Administrative Annex*.

## Article 2

### *Duration of the mobility period(s)*

This agreement applies [only mention the effective period(s)]:  
 from.....to .....  
 or a total duration of ..... weeks.

## Article 3

### *Working conditions: places, hours, health and safety*

1. During the mobility period, the beneficiary of the professionalisation or apprenticeship contract will complete a period of on-the-job training, as applicable, in the following place or places:....., or a total duration of days.

They will follow courses, as applicable, at the following host training organisation/centre:  
 .....

2. The consequences of the secondment on working time (teaching time included), holidays and weekly rest times are set out in the *Administrative Annex*.

3. The host company undertakes to provide the trainee with safety training, to inform them of any specific risks they will encounter during their mobility period, and it shall provide them with the necessary collective and personal protective equipment.

4. The host training organisation/centre undertakes to provide the beneficiary with safety training and to inform them of any specific risks they will encounter during their training.

## Article 4

### *Resources available to the beneficiary of the professionalisation or apprenticeship contract*

**It should be noted that during the mobility period, the employer continues to pay the beneficiary of the professionalisation or apprenticeship contract's salary.**

#### **[Where applicable] Supplementary funding available**

1. Amount and payment method for compensation for loss of resources and costs of any kind paid by the training organisation/French apprentice-training centre to the beneficiary of the professionalisation or apprenticeship contract [where applicable]  
 .....

2. Amount of the allowance paid by the host company [where applicable]  
 .....

3. Amount and payment method for the Erasmus grant [where applicable]  
 .....

4. Amount and payment method for Regional aid [where applicable]  
 .....

5. Amount and payment method for other resources [where applicable]  
 .....

(complete where appropriate)

## Article 5

### *Monitoring in the host country*

Supervision of the beneficiary of the professionalisation or apprenticeship contract is carried out in the host company by ..... (1).

Supervision of the beneficiary of the professionalisation or apprenticeship contract is carried out in the host training organisation/centre by ..... (2).

The arrangements relating to supervision are set out in the *Educational Annex (liaison tools)*.

Throughout the period of application of the agreement, links will be maintained between the country of origin and the beneficiary of the contract by ..... (3).

Should any difficulties arise, the beneficiary of the professionalisation or apprenticeship contract must inform this liaison person immediately so that appropriate measures can be taken.

Article 6

*Termination of the agreement*

The termination of the agreement must be recorded in writing and forwarded to the competency operator (OPCO).

The contract may be terminated with the express agreement of the co-signatories.

It may also be terminated by either of the parties in the event of misconduct that is sufficiently serious to preclude any possibility of the beneficiary of the professionalisation or apprenticeship contract remaining in the host organisation, of a situation arising that places the beneficiary of the professionalisation or apprenticeship contract in danger, or of non-compliance with the undertakings made in this agreement, duly established.

Such a termination will not give rise to compensation and will not in itself have any consequences on the continuation of the professionalisation or apprenticeship contract in France.

Where appropriate, the organisations contributing to the funding of the mobility period may request the reimbursement of sums paid in advance in proportion to the actual duration of the mobility period completed.

Article 7

*Entry into force of the agreement*

The agreement is applicable as of its signing.

It is forwarded to the competency operator (OPCO).

Signed in ..... on .....

By:

*The French employer*

*The French training organisation/apprentice training centre:*

*The host company [where applicable]:*

*The host training organisation/centre [where applicable]:*

*The beneficiary of the professionalisation or apprenticeship contract (and their legal representative, if the beneficiary is a minor):*

- 
- (1) Give the name, position, telephone number, email address of the contact person at the host company.
  - (2) Give the name, position, telephone number, email address of the contact person at the host training organisation/apprentice training centre
  - (3) Give the name, position, telephone number, email address of the contact person at the French training organisation/apprentice training centre

**Educational Annex**

*Objectives of the period in the host company or the period in the host training organisation/centre (see the training framework)*

Period 1:

.....  
.....  
.....

Period 2 (where applicable):

.....  
.....  
.....

*Main tasks entrusted to the beneficiary during their training*

Period 1:

.....  
.....  
.....

Period 2 (where applicable):

.....  
 .....  
 .....

Conditions of supervision (liaison tools, etc.):

.....  
 .....  
 .....

*Methods of assessment and recognition of the mobility period*

.....  
 .....  
 .....

*Enclose with this annex any further protocols/agreements relating to the assessment, recognition and/or validation of the training or qualification units (or competency modules).*

### Administrative Annex

#### 1) Specific provisions applicable to working time, rest periods and leave during the secondment abroad

The employment contract continues to apply during the mobility period of the beneficiary of the professionalisation or apprenticeship contract, and therefore, their situation during the period continues to be governed by French law. Nevertheless, the provisions of the law of the host country will apply where such provisions are imperative, and compliance with them is deemed crucial in the host country (working time, rest periods, leave, etc.) and where they are more favourable than the French legislation: in this case, specify the provisions concerned below.

.....

#### 2) Applicable working hours and equipment and products used during the mobility period abroad

Working hours: .....

Equipment and products used: .....

#### 3) Civil and professional liability insurance cover

1. Cover provided by the host company for civil or professional liability or equivalent risks concerning damage suffered or caused by the beneficiary of the professionalisation or apprenticeship contract during the work or services performed during the course of the apprenticeship;

- insurance company:
- policy no. ....

2. Cover provided by the host training organisation/centre for civil or professional liability or equivalent risks concerning damage suffered or caused by the apprentice or the beneficiary of the professionalisation contract during the work or services performed during the course of the apprenticeship;

- insurance company:
- policy no. ....

3. Civil or professional liability cover taken out by the beneficiary for damage suffered or caused by them, including abroad, outside of the host company during the course of their everyday activities (Articles 1240 and 1242 of the Civil Code). This insurance may be taken out by the training organisation/apprentice training centre on the beneficiary's behalf:

- insurance company:
- policy no. ....

4. Provisions enabling the beneficiary of the contract to take out repatriation insurance have been made by .....

- insurance company:
- policy no. ....

#### 4) Sickness, maternity, occupational accident/illness, invalidity and pension cover

Specify the coverage:

- healthcare expenses in the event of illness or maternity
- daily sick pay in the event of illness or maternity
- healthcare expenses in the event of an occupational accident, commuting accident or occupational illness

- disability insurance
- pension scheme

If the beneficiary of the professionalisation or apprenticeship contract has an accident, either at work or when travelling to work, the host company (4) or the host training organisation/centre (5) undertakes to send the French employer any information it needs to declare the accident to the Social Security fund to which the beneficiary of the professionalisation or apprenticeship contract belongs.

(4) Delete as applicable.

(5) Delete as applicable.

## ANNEX 2

### GUIDELINES RELATING TO THE AGREEMENT FOR THE IMPLEMENTATION OF A MOBILITY ARRANGEMENT NOT EXCEEDING FOUR WEEKS FOR A BENEFICIARY OF A PROFESSIONALISATION OR APPRENTICESHIP CONTRACT, INVOLVING THE "SECONDMENT" OF THE TRAINEE TO A COMPANY OR TRAINING ORGANISATION OR CENTRE WITHIN OR OUTSIDE THE EUROPEAN UNION

A mobility period abroad undertaken as part of a training contract that alternates on-the-job training with theoretical training, whether it is a professionalisation or an apprenticeship contract, is a project that concerns the trainee, the company and its training partners.

Consequently, the mobility period will be organised through the partnerships formed by the employer and the training organisation/centre in support of its implementation. The training organisation/centre is the main interlocutor of the different stakeholders and coordinates the entire process.

The purpose of these guidelines is to provide clarification in order to facilitate the mobility of trainees on such contracts and help the stakeholders to draw up the mobility agreement, concerning:

- the impact on the employment contract;
- the conditions of assessment, validation and recognition of the competencies acquired abroad;
- the sickness, maternity, occupational accident/illness, disability and pension cover;
- the funding of the mobility period;
- a reminder of the obligations of the signatories of the mobility agreement

**It concerns mobility periods not exceeding four weeks for which the "secondment" of the apprentice or beneficiary of a professionalisation contract has been decided.**

**(For mobility periods leading to the suspension of the employment contract, see the relevant agreement and related guidelines).**

#### 1. Impact on the employment contract

**For mobility periods not exceeding four weeks, the trainee is temporarily "seconded" by the company in France to a company or training organisation situated abroad.**

This is an operation which consists in a company temporarily "lending" a trainee on a contract alternating on-the-job and classroom training to another organisation situated abroad (a company referred to as the "user" or a training centre), partially and temporarily transferring the legal relationship of subordination that binds it to the employee exclusively to the foreign host organisation, regardless of the status of the trainee in the host State.

In concrete terms, this means that the contractual relationship between the employer and the trainee continues and that the employment contract is neither broken nor suspended. **French law therefore continues to apply during the mobility period of the beneficiary of the professionalisation or apprenticeship contract. Nevertheless, the provisions of the host country will apply where such provisions are imperative and compliance with them is deemed crucial in the host country (working time, rest periods, leave, etc.) and where they are more favourable than the French legislation:** For example, the applicable working time (training included) and working hours are those in force in the host company, up to a limit of 35 hours a week, and without any overtime as this is not permitted for apprentices under the age of 18 (except if a derogation is granted, see below).

The employer remains responsible for the conditions of performance of the training, whether it takes place in a training centre or in a company abroad.

It also continues to pay the trainee's salary as well as the related charges. These may or may not be billed to the "user" company to which the trainee is seconded.

The host company is, for its part, responsible for the conditions of performance of the work, and in particular for health and safety at work, under the conditions set out in the agreement.

The beneficiary continues to be a member of the French employer's workforce; they retain the benefit of all provisions of the collective agreements from which they would have benefited if they had performed their work in the French company.

Nevertheless, for the implementation of the provisions of the Labour Code that are subject to conditions or thresholds (staff representative bodies (IRPs) including the works council (CSE) and obligations relating to disabled workers (OETH)), etc.) pursuant to the provisions of Art. L.1111-3 (1°) of the Labour Code, concerning the trainee on an "alternating" contract, the trainee is not counted as a member of the workforce of the company of origin under Article L.1111-2 of the Labour Code.



### Formalities to complete

The secondment agreement signed by the apprentice or the beneficiary of a professionalisation contract, the employer in France, the training organisation or centre in France, the employer hosting the employee abroad and, where applicable, the training organisation or centre abroad, constitutes the appropriate means of determining the conditions of the mobility and the rights and obligations applicable during the mobility period.

In particular, it enables the definition of the rules that will apply to the apprentice or the beneficiary of the professionalisation contract in terms of the training programme (including the assessment of the learning outcomes, where appropriate) and pay, health and safety, working time, rest times and public holidays in accordance with the statutory provisions in the host country. **N.B. The agreement cannot provide for provisions applicable to the apprentice or the beneficiary of the professionalisation contract in the host country which are less favourable than the statutory and regulatory provisions in France or the provisions of their initial employment contract.**

### Reminder of the provisions in force in France

#### A. – Ordinary law applicable to apprentices who are of age concerning working times

Apprentices are salaried employees who have signed a specific type of employment contract under which the employer undertakes, in addition to paying them a salary, to provide the apprentice with a comprehensive vocational training, delivered partially on the job in the company and partially at an apprentice training centre (Art. L.6221-1 of the Labour Code).

In these circumstances, apprentices over the age of 18 are subject to ordinary law rules, in particular concerning their working time (Art. L.3111-1 et seq.).

More precisely:

- the statutory actual working time in France is 35 hours a week, the threshold above which the overtime rate applies (Art. L.3121-27);
- the maximum daily actual working time cannot exceed 10 hours a day, except where derogations are granted (Art. L.3121-18);
- the maximum weekly working time is 48 hours (Art. L.3121-20);
- night work is performed between 9 p.m. and 6 a.m. or 10 p.m. and 7 a.m. (Art. L.3122-2); it must have been introduced by a collective agreement (Art. L.3122-15);
- daily rest time: a minimum of 11 consecutive hours (Art. L.3131-1);
- weekly rest time: it is prohibited for one worker to be required to work more than 6 days a week, and they must have a minimum of 24 consecutive hours of rest in addition to the daily rest time, i.e. a total weekly rest period of 35 consecutive hours; in principle this must include Sunday (Art. L.3132-1 to L.3132-3);
- paid holidays: unless more favourable provisions apply, annual paid holidays amount to 2.5 working days per month of actual work carried out for the same employer, up to a maximum of 30 working days (Art. L.3141-1 et seq.).

#### B. – Provisions specific to apprentices under the age of 18 concerning working times

There are specific provisions intended to protect people under 18 years of age.

APPRENTICES UNDER THE AGE OF 18 - (L.6222-24 et seq.)		
	Apprentices aged from 15 to 16 years (L.6222-1: young people who have completed compulsory secondary education)	Apprentices aged from 16 to 18 years
Maximum working time	8 hours unless a derogation is granted (L.6222-25)	
Maximum working week	35 h unless a derogation is granted (L.6222-25) NB: The time spent by the apprentice on training delivered in an apprentice training centre is included in their working time (L.6222-24)	
Derogations relating to maximum daily and/or weekly times	Derogation granted by the Labour Inspector of up to 5 h a week, with the agreement of the occupational health officer (L.3162-1 and L.6222-25) For contracts signed on or after 1 January 2019, it is possible for apprentices aged under 18 to be exempted from the effective maximum working time requirement of 8 hours, limited to 2 hours a day, and 5 hours for the maximum weekly working time for activities on building or public works sites, but also for creative, landscaping and maintenance work on landscaping sites where justified by the work organisation system (R.3162-1).	
Night working	Prohibited from 8 p.m. to 6 a.m. (L.6222-26 and L.3163-1 and L.3163-2) Derogation possible by the Labour Inspector (L.3163-2 and R.3163-5) except between 12 a.m. and 4 a.m. (L.3163-2 and R.7124-30-1), subject to a daily rest period ≥ 12 hours (L.3164-1), as long as the job does not generate abnormal levels of fatigue,	Prohibited from 10 p.m. to 6 a.m. (L.6222-26 and L.3163-1) Derogation may be granted by the Labour Inspector (L.6222-26, L.3163-2 and R.3163-5) except between 12 a.m. and 4 a.m. (L.3163-2), except in cases of extreme urgency (L.3163-3) and subject to a daily rest period ≥ 12 h (L.3164-1).

APPRENTICES UNDER THE AGE OF 18 - (L.6222-24 et seq.)		
	due either to the nature of the tasks to be carried out or the conditions under which they are performed (D.4153-4), and only in the live entertainment, cinema, radio, television or sound-recording sectors (L.3163-2)	Derogation granted for a maximum of one year, renewable (R.6222-24): - in the live entertainment sector 24 h (R.7124-30-1); - on an exceptional basis in commercial establishments, cinema, radio, television and sound recording companies (L.3163-2); - within the following limits and sectors (R.3163-1 to R.3163-4); - bread and pastry bakeries: possibility of working before 6 a.m., but no earlier than 4 a.m. if required by the production cycle; - HORECA: until 11.30 p.m. - horse racing: up to 24 h twice a week, and 30 nights a year; - live entertainment: up to 24 h;
<b>Sunday working</b>	<b>Prohibited</b> (L.3164-5) Except in the sectors listed in R.3164-1 (HORECA, bread and pastry bakeries; butchers and pork butchers; dairy and cheese-making, fishmongers, florists, garden centres and seed producers, food production for immediate consumption)	
<b>Breaks</b>	<b>30 consecutive minutes</b> after 4 h 30 of continuous work (L.3162-3)	
<b>Daily rest time</b>	<b>14 hours</b> (L.3164-1)	<b>12 hours</b> (L.3164-1)
<b>Weekly rest time</b>	<b>2 consecutive days</b> (L.3164-2)	<b>2 consecutive days</b> (L.3164-2) Derogation possible for young people who have completed compulsory education, subject to a collective agreement and at least 36 consecutive hours of rest. (L.3164-2)
<b>Paid leave</b>	<b>Ordinary law</b> (L.3141-3 et seq.) 5 extra paid days off to prepare for examinations in the month before they take place (L.6222-35)	
<b>Public holidays</b>	<b>Prohibited</b> (L.3164-6) Derogations: establishments operating 24 h a day, 7 days a week (L.3164-7) and in the sectors listed in R.3164-2. An agreement may lay down conditions relating to derogations, such as more restrictive ranges of working hours and compensation. To date, only the HORECA sector has introduced special provisions (L.3164-8).	

*C. – Provisions specific to young people under the age of 18 concerning hazardous working*

*Reminder of the national rules* (Articles L.4153-8 and 9, D.4153-15 to D.4153-37 of the Labour Code)

As minors are a vulnerable group, it is necessary to protect them by regulating the conditions in which they may be assigned tasks that are considered dangerous.

Article L.4153-8 prohibits employees under 18 years of age from being employed in certain categories of work likely to expose them to risks for their health, safety or moral integrity, or which could exceed beyond their physical capacities.

Some of these prohibitions, laid down in Articles D.4153-15 to D.4153-37, may be subject to derogations for the professional training needs of young people. This concerns the following types of work:

- activities involving the preparation, use, handling or exposure to the hazardous chemicals defined in Articles R.4412-3 and R.4412-60;
- operations liable to generate level 1 exposure to asbestos fibre dust as defined by Article R.4412-98;
- activities exposing the worker to ionising radiation requiring category B classification within the meaning of Article R.4451-44;
- activities liable to expose the worker to artificial optical radiation, for which the risk assessment shows even the slightest risk of exceeding the exposure limit values defined in Articles R.4452-5 and R.4452-6;
- work in hyperbaric environments within the meaning of Article R.4461-1, classes I, II and III;
- works involving the use or maintenance of: 1. the machines mentioned in Article R.4313-78, whatever their date of entry into service; 2. machines with moving parts contributing to the performance of the work which cannot be rendered inaccessible during their operation;
- maintenance work which cannot be performed when the machinery is shut down, without the possibility of any inadvertent restarting of the transmissions, mechanisms and work equipment in question;
- temporary work carried out at height and requiring the use of personal protective equipment;
- assembly and dismantling of scaffolding;



- works involving handling, surveillance, inspection operations and interventions on pressure vessels subject to in-service monitoring under Article L.557-28 of the Environment Code;
- inspection, servicing and cleaning of the inside of vats, tanks, chambers and reservoirs/works involving operations in confined spaces, and in particular in wells, shafts, gas pipes, flues, sewers, pits and tunnels;
- works involving the pouring of molten glass or metal and habitual presence in areas where this kind of work takes place.
- Since May 2015, it has no longer been necessary to apply for a derogation before assigning a young person to these types of activities. This application for a derogation has been replaced by the declaration of a derogation submitted to the labour inspectorate, which is valid for three years.

#### *Rule applicable in the case of a secondment to another Member State*

The beneficiary of a professionalisation contract or an apprenticeship contract with a mobility component may only be assigned, in the host company, to perform tasks that are considered dangerous (within the meaning of Directive 94-33 on the protection of young people at work if the mobility period is spent in the EU or within the meaning of the regulations in the host State outside the EU) if said company certifies that it has complied with the derogation procedure in force in that country.

## 2. Conditions for evaluating competencies acquired abroad

It is now becoming accepted practice for a mobility period to be an integral component of study programmes leading to a degree, a vocational qualification or a vocational training certificate (only as part of a professionalisation contract for the latter), and for a part of the assessment to be delegated to the host organisation. The assessment and validation of this mobility component should be carried out in conjunction with the host company.

Consequently, if the assessment contributes to the awarding of a degree, qualification or certificate, **the methods of evaluating the competencies acquired abroad must be examined with the certifying authority.**

This will enable the training organisation or the training centre in France to:

- ensure that some or all of a competency module can be evaluated abroad during the course of the mobility programme, and identify under what conditions such assessment is possible: for the vocational diplomas awarded under the auspices of the French national education ministry in particular, such assessment abroad is possible as part of the continuous training assessment system (*contrôle en cours de formation*, CCF), subject to the apprentice training centre being accredited to practise it;
- provide the foreign partners with the documents required for the assessment (identification of activities to be conducted, competencies to be developed and, where appropriate, assessed, and identification of the assessment criteria and the arrangements for transmitting the results of that assessment);
- check the compatibility of the timing of the mobility programme with the examination timetable, to enable the apprentice, where appropriate, to be assessed in the form of one-off tests in France.

It should be noted, for the vocational training diplomas delivered by the French national education system, that in addition to the possibility of some or all of a competency module being assessed abroad during a mobility programme, an optional mobility module (*unité facultative mobilité*, UFM) also exists, which corresponds to an optional competency module in the vocational baccalaureate diploma and validates the outcomes of a period of training completed abroad, in preparation for that diploma.

Therefore, in preparation for a vocational diploma delivered by the French national education system, it is possible for the certifying assessment of the learning outcomes of a mobility to be carried out abroad, in the form of continuous assessment (CCF) for competency modules that are part of the diploma syllabus, and/or as part of such an optional unit (optional module).

The framework for a mobility programme that includes assessment while abroad is based on the principles of the European ECVET system, which requires that a partnership agreement be drawn up between the participating organisations, and that a Learning Agreement define the training and assessment objectives and the monitoring arrangements. The host training organisation/centre can therefore assess the learning outcomes achieved during a mobility period and, after validation and recognition by the trainee's home institution, these outcomes can be recognised.

#### *Formalities to complete*

The apprentice training centre or training organisation is responsible for contacting the diploma- or certificate-awarding authority before the mobility period begins with a view to organising the method of recognising the outcomes of the mobility programme.

## 3. Sickness, maternity, occupational accident/illness, disability and pension cover

During this mobility period abroad, the trainee's social security cover is unchanged: they continue to benefit from the social security cover afforded to French employees.

Trainees who complete part of their training in another European Union Member State benefit from the maintenance of their social protection in the country of origin by virtue of Regulation (EU) No. 883/2004.

For mobility periods completed outside the European Union, social cover may be provided in accordance with the provisions of the international social security agreements and the social legislation in the host country.

#### **Formalities to be completed with regard to social security cover**

- For mobility periods in another European Union Member State:

Form A1 "Certificate concerning the applicable legislation" (*Attestation concernant la législation applicable*) is used to certify which legislation is applicable to a worker who is not affiliated to the social protection system in the country where they are working. To obtain this certificate, the employer must complete form S 3208b "Maintaining the French social security regime for a salaried worker seconded outside of France" (*Maintien au régime français de sécurité sociale d'un travailleur salarié détaché hors du territoire français*) and send it to the health fund (CPAM) for the company's head office (or the agricultural social mutual fund (MSA) to which the employee is affiliated), prior to the employee's departure. The employer must also give a copy of this form to the employee.

Once the CPAM has given its agreement, the employer will provide the trainee with a copy for form A1. This form specifies which social security legislation applies and confirms that social security contributions do not need to be paid in the host State.

The organisations empowered to issue this form are, depending on the situation:

- As a general rule: the health (sickness and maternity) fund (CPAM) (<https://www.ameli.fr>) for the area in which the company's head office is located;
- Agricultural scheme: the agricultural social mutual fund (*caisse de mutualité sociale agricole*, MSA) (<http://www.msa.fr/>) to which the worker is affiliated;
- Seafarers: the seafarers' pension fund (*caisse de retraite des marins*, CRM) (<http://www.enim.eu/>) for the maritime affairs district in which the seafarer is based;
- Mining: the miners' welfare society (*société de secours minière*, SSM) to which the person in question is affiliated.

If form A1 has not been requested, the seconded apprentice or beneficiary of a professionalisation contract can use their European Health Insurance Card (EHIC), which entitles them to all the healthcare that is medically necessary during the temporary stay in the host State.

This card is valid for two years and must be presented to medical professionals by the trainee to justify their entitlement to French health insurance. The EHIC guarantees direct access to the healthcare system in the host country, without any need for further formalities with the local health insurance institution. Services are provided on presentation of the EHIC under the same conditions (access arrangements, payments) that apply to people insured in the country. N.B. This does not necessarily mean that there is nothing to pay up front: the third-party payment system is only in operation in certain public hospitals in the other European Union Member States. The EHIC is free, individual and nominative and it is issued on request within two weeks by the CPAM, or directly online on the organisations' websites.

No supporting documents are required when applying for the EHIC. If it is not requested in good time before departure, the insured party can immediately obtain a provisional replacement certificate (CPR) from their CPAM, which is valid for three months and has the same value as the EHIC. The CPR may include a validity date that is earlier than its date of issuance if the insured party already benefited from social security rights before that date: this may be necessary when urgent treatment has already been provided by a foreign healthcare facility. This certificate can also be requested from outside of France.

- For mobility periods outside the European Union:

For mobility periods outside the European Union, it is recommended that the persons concerned contact the Centre of European and International Liaisons for Social Security (*Centre des liaisons européennes et internationales de sécurité sociale*) (<https://www.cleiss.fr/>) for more information, and consult the list of bilateral social security agreements (<https://www.cleiss.fr/docs/textes/index.html>).

#### **Formalities to complete in the event of an occupational accident during a mobility period**

If the trainee has an accident, either while working or when travelling to or from work, the host company or the host training organisation/centre undertakes to send the employer the information it needs to submit the accident declaration to the social security regime to which the beneficiary of the professionalisation or apprenticeship contract belongs, as required by French law.

The accident declaration form (CERFA form 14463\*02) can be downloaded from: <https://www.ameli.fr/sites/default/files/formulaires/128/s6200.pdf>.

## **4. Funding possibilities**

During the mobility period, the employer must at least maintain the salary of the beneficiary of the professionalisation or apprenticeship contract.

When the mobility period is completed within the European Union, the employer and the host company may agree on compensation for salaries and charges, which may not exceed the amount of the salary and the charges relating to the mobility period. Where appropriate, this amount will be specified in Article 4 of the

agreement. When the mobility period is completed outside the European Union, the legislation of the host country, if it exists on such matters relating to secondment salaries, shall govern the reimbursement of salaries and incidental costs paid by the employer.

Prior to the implementation of a mobility project, the necessary steps must be taken to obtain funding from the different funding bodies, including:

- **the employer's competency operator (OPCO)** covers the expenses related to the international mobility of apprentices provided for by point 10 of Article L.6231-2 provided that they are covered by the apprentice training centre, on the basis of a flat rate determined by the competency operator, by the type of activity and geographical zone, which is the same for all the apprentice training centres concerned;
- **the employer's competency operator may also cover** some or all of the expenses incurred by the mobility programme abroad. In fact, the competency operator may, depending on its policies, fund some or all of the loss of resources, as well as costs of any nature including those corresponding to social security contributions and, where applicable, the trainee's salary and related expenses incurred by the mobility period. The competency operator may also provide funding to cover travel, accommodation or other expenses. Where the employer and the host company/training organisation agree on compensation for salaries and charges, the amount that may be covered by the competency operator may not exceed the difference between the total amount of the salaries and charges and the amount billed by the employer to the host company/training organisation;
- **European programmes, including Erasmus+:** Erasmus calls for proposals are published every year and can provide a budget to finance trainees' travel and subsistence costs (<https://info.erasmusplus.fr/>) ;
- **Regional authorities:** they often offer aid for mobility; the schemes differ from region to region.
- **the Franco-German Youth Office (FGYO, OFAJ in French):** the FGYO publishes call for projects all year round (<https://www.ofaj.org/>) ;
- **Pro Tandem:** ProTandem subsidises and coordinates French-German exchanges for young people and adults in vocational training (<https://protandem.org/fr/>);
- **the Franco-Quebecois Youth Office (*Office Franco-Québécois pour la jeunesse, OFQJ*):** supports young people on mandatory or non-mandatory placements during their higher education or vocational training (all levels are concerned) (<https://www.ofqj.org/>).

#### ***Formalities to be completed relating to funding***

Before signing the agreement, the employer must send the draft agreement to its competency operator, accompanied by a funding application.

At the same time, the organisation/apprentice training centre contacts the different potential funding bodies, as part of its remit of helping trainees complete the formalities required to access the aid to which they are entitled under the current law and regulations.

### **5. Reminder of the obligations of the signatories of the mobility agreement in connection with the suspension of the employment contract**

#### **Obligations of the beneficiary of the professionalisation contract or apprenticeship contract**

The beneficiary's obligations include:

- carrying out the tasks entrusted to them by the host company in accordance with the clauses of this agreement and its educational annex, as part of their practical and/or theoretical training;
- regularly and spontaneously presenting the liaison tools to the host company;
- complying with the rules on confidentiality and professional secrecy transmitted to them by the host company.

#### **Obligations of the French employer**

The employer remains responsible for the conditions of performance of the work during the mobility period. It therefore:

- continues to pay the salary and related charges which are offset by the host company or training organisation/centre in the context of a not-for-profit loan of employees;
- ensures that the conditions of provision of the training during the mobility period guarantee, amongst other considerations, the trainee's safety and correspond to their abilities and training objectives;
- ensures the successful re-integration of the beneficiary after the mobility period.

#### **Obligations of the French training organisation/apprentice training centre**

The apprentice training centre or training organisation is the main interlocutor of the different stakeholders and coordinates the entire process. Accordingly, it is responsible for:

- helping the different stakeholders to conclude this agreement;
- taking the necessary steps to obtain grants and funding from the different funding bodies;
- contacting the authority awarding the diploma or certificate in order to organise the validation procedure and, where applicable, the recognition of the outcomes of the mobility programme,

- monitoring and supporting the trainee during the mobility period, especially if they encounter any difficulties;
- ensuring, where applicable, a successful return to the company of origin after the mobility period.

**Obligations of the host company:**

The host company's obligations include:

- providing collective and personal protective equipment;
- informing the beneficiary of the professionalisation or apprenticeship contract about the risks specific to its company;
- managing and controlling the beneficiary's activities by appointing a "tutor" to supervise them who has the required educational and professional competencies, but is also of good character and able provide guidance;
- recording the number of hours worked by the beneficiary and providing proof thereof in the form of a record of these hours that is transmitted to the employer;
- ensuring that the beneficiary is entrusted with tasks compatible with both their abilities and the training objectives during this mobility period (complete this part of the annex for each period);

*If young people under the age of 18 are required to carry out hazardous work or to use hazardous machinery or products, the host company must certify that it complies with all relevant regulations relating to derogations from the prohibition of certain types of work (concerning mobility periods completed in the European Union, see the regulations applicable in the host country applying Directive (EU) 94/33 on the protection of young people at work, Article 7.3 on the prohibition of work and Articles 8, 9 and 10 on working time and rest periods; see the Administrative Annex; concerning mobility periods completed outside the EU, refer to the rules applicable in the host country), subject to the maintenance of French rules if they are more favourable;*

- providing the trainee with safety training, informing them of any specific risks they will encounter during their mobility period, and providing them with the necessary collective and personal protective equipment.
- if the beneficiary is provided with accommodation: providing decent accommodation compliant with health and safety standards and in the host country;
- enabling the beneficiary to complete their liaison tools or write their report (where required) by giving them the time to do so.

**Obligations of the host training organisation/centre**

The host training organisation/centre's missions include:

- providing beneficiaries with theoretical training in compliance with the rules set out in this agreement;
- developing their knowledge and competencies, in line with their professional project;
- providing the beneficiary with safety training, to inform them of the specific risks they will encounter during their training;
- monitoring and supporting the beneficiary of the professionalisation or apprenticeship contract;
- assessing the competencies acquired by the beneficiaries, where appropriate, in compliance with the rules set out in this agreement and those of the certifying body;
- keeping a record of the number of hours worked by the person on the mobility programme and sending proof in the form of a record of these hours to the employer.