

# Decrees, Orders, Circulars

## GENERAL TEXTS

### MINISTRY OF LABOUR

#### Order of 22 January 2020 on the standard agreement provided for by Articles R.6222-66 and R.6325-33 of the Labour Code

NOR: MTRD2002357A

The Ministry of Labour,

Having regard to the Labour Code, in particular L.6222-42, L.6325-25, R.6222-66 and R.6325-33,

decrees that:

**Art. 1.** - The standard agreement provided for by Articles R.6222-66 and R.6325-33 of the Labour Code is established in accordance with Annex 1 of this 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

#### ANNEXES

##### ANNEX 1

#### AGREEMENT FOR THE IMPLEMENTATION OF A MOBILITY ARRANGEMENT FOR AN APPRENTICE OR BENEFICIARY OF A PROFESSIONALISATION CONTRACT IN A HOST COMPANY OR TRAINING ORGANISATION OR A CENTRE WITHIN OR OUTSIDE THE EUROPEAN UNION, LEADING TO THE SUSPENSION OF THE TRAINEE'S EMPLOYMENT CONTRACT

This agreement is entered into pursuant to the following texts:

- the Labour Code, in particular Articles L.6222-42, L.6325-25, R.6222-66 and R.6325-33,
- the Social Security Code, in particular Articles L.412-8, L.742-1, R.412-4, R.742-6 and D. 412-3.

#### Preamble

This mobility agreement is entered into for the purpose of organising the period of training within or outside the European Union of the beneficiary of a professionalisation or apprenticeship contract in a host company or training organisation/centre, which involves the suspension of the trainee's contract with their French employer.

#### 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 theoretical 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 training organisation/apprentice training 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 the mobility period, the trainee's employment contract with the company based in France can be “suspended”. In this situation, the training organisation or company in the host country takes over sole responsibility for the conditions of performance of the contract. The apprentice or beneficiary of the professionalisation contract is therefore subject to the statutory and collective agreement provisions in force in the host country, in particular with regard to health and safety at work, pay, working time, weekly rest times and public holidays.

**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 and during which their employment contract is suspended.**

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, where appropriate, of the method of assessing the competencies acquired abroad.

The conditions applicable in matters such as working time, holidays, weekly rest times and public holidays, working hours, equipment and products used, social protection, and 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.....  
 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:....., for a total duration of..... days.

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

2. The working time (teaching time included), holidays, weekly rest times, public holidays, working hours, equipment and products used and the applicable health and safety provisions are detailed in the *Administrative Annex*.

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

5. The host apprentice training organisation/centre undertakes to provide the beneficiary with safety training and 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*

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]

(Complete where appropriate)

## Article 5

### *Supervision 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).

In certain cases, the beneficiary of the apprenticeship or professionalisation contract may sign a new employment contract during their mobility period abroad. In that case, said contract will be annexed to this agreement.

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 and establishment of the contact person at the host company.
- (2) Give the name, position, telephone number and email address of the contact person at the host training organisation/apprentice training centre
- (3) Give the name, position, telephone number and 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) Provisions applicable to working time, holidays, weekly rest times, public holidays and working hours applicable during the mobility period abroad

- working time (teaching time included) .....
- working hours .....
- maximum number of working hours per day and per week .....
- night working .....
- minimum daily rest time .....
- weekly rest time .....
- paid holiday and family leave entitlement, periods and conditions (the parties undertake to respect holiday periods already planned): .....
- other provisions (where applicable): .....

#### 2) Specific provisions in the host country relating to workers aged under 18 in areas such as working and rest times and holidays [where applicable]:

.....

#### 3) Specific provisions in the host country (EU or non-EU) applicable to workers aged under 18 in areas such as the performance of hazardous work or the use of hazardous machinery or products (prohibition on assignment to such work, exemptions for the purpose of professional training) [where applicable]:

.....

#### 4) 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.: .....

## 5) 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

When the beneficiary of the professionalisation or apprenticeship contract benefits from the French student social security cover system during the mobility period (that is to say when they do not have employee status in the host country):  
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 training organisation/apprentice training centre in France any information it needs to declare the accident to the Social Security fund to which the beneficiary of the professionalisation or apprenticeship contract belongs.

## ANNEX 2

### GUIDELINES RELATING TO THE AGREEMENT FOR THE IMPLEMENTATION OF A MOBILITY ARRANGEMENT FOR THE BENEFICIARY OF A PROFESSIONALISATION OR APPRENTICESHIP CONTRACT IN A HOST COMPANY OR ORGANISATION OR A TRAINING CENTRE WITHIN OR OUTSIDE THE EUROPEAN UNION, LEADING TO THE SUSPENSION OF THE TRAINEE'S EMPLOYMENT CONTRACT

A mobility period abroad undertaken as part of a training contract that alternates on-the-job training with theoretical training, whether it is an apprenticeship contract or a professionalisation 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 all mobility periods, except the case of a mobility period not exceeding four weeks for which the trainee may be temporarily "seconded" by the company in France to a company or training organisation situated abroad (see agreement and related guidelines).**

### 1. Impact on the employment contract

During the mobility period, the trainee's employment contract is "suspended" for a predetermined, limited period corresponding to the duration of their training in a company or a training organisation/centre situated abroad. The contractual relationship between the employer and the trainee is also temporarily "suspended".

In this situation, it is the training organisation and/or company in the host country which takes on sole responsibility. The apprentice or beneficiary of the professionalisation contract is therefore subject to the statutory and collective agreement provisions in force in the host country, in particular with regard to health and safety at work, pay, working time, weekly rest times and public holidays.

The "suspension" of the contract consists of temporarily suspending the employment contract binding the employee to the company of origin which initially employed them.

The trainee is still a member of the company of origin's staff, but does not keep the statutory benefits or those that apply under any collective agreements from which they would have benefited if they had been performing their work in the home establishment throughout the period when they are temporarily transferred to the host company.

The suspension of the employment contract does not interrupt the counting of the duration of the contract and the employee's length of service.

#### *Formalities to complete*

The mobility 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, validation and recognition 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.

## 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 obtaining 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 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, evaluated, 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 by means 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 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 programme 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 defines 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 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 depends on:

- the social security cover of the host State when they have employee or an assimilated status in that State;
- the French student social security cover when they do not have employee status in the host country. This cover concerns sickness, maternity, occupational accident and illness, old age and disability risks;
- For mobility periods completed outside the European Union, cover may be provided in accordance with the provisions of the international social security agreements and the social security legislation in the host country and/or by joining a voluntary insurance scheme (such as the fund for French nationals abroad (*Caisse des français de l'étranger*) or private insurance). In this case, 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>).

**The social security cover that applies to students** provides sickness, maternity and occupational accident and illness insurance.

- **Sickness/maternity:** as an insured person residing in France, the beneficiary of the professionalisation or apprenticeship contract who goes abroad for a mobility period has their healthcare expenses for sickness and maternity covered and benefits, via the maintenance of the rights mechanism, from daily sick pay.

Amount of contributions: the student contribution was abolished in 2018, but depending on their earned income and any income from assets, an apprentice or beneficiary of a professionalisation contract may

be liable for the subsidiary sickness contribution. For more information: <https://www.urssaf.fr/portail/home/espaces-beneficiaires-de-la-puma/de-la-cmu-de-base-a-la-puma.html>;

- **Occupational accident and illness insurance (OA/I):** as a student, the beneficiary of a professionalisation or apprenticeship contract on mobility will have their healthcare expenses covered in the event of an occupational accident occurring in their workplace or an occupational illness. As the person is considered as being on a work placement, the commuting risk will be covered for accidents occurring on the direct journey between work and the educational institution. On the other hand, as the maintenance of rights mechanism does not exist for daily sick pay in the case of OA/Is, the beneficiary of a professionalisation or apprenticeship contract on mobility will not receive these benefits. Finally, a disability benefit may be paid when the degree of disability due to an OA/I is 10% or more.

Amount of contributions: the OA/I contribution is due by the training organisation in France, i.e. for apprentices, the training centre and, concerning the beneficiaries of a professionalisation contract, the main training organisation or, failing that, the employer when it has a training department. The national net average OA/I contribution (i.e. 2.22% in 2019) is applied to a base consisting, on a *pro rata* basis in proportion to the duration of the mobility period, of the minimum benefit (€18,576 per year in 2019). For guidance, the annual OA/I contribution was €412 in 2019;

- On the other hand, student status **does not give access to the disability and pension insurance** which beneficiaries of an apprenticeship or professionalisation contract, as employees, do benefit from. However, suspension of their initial employment contract suspends this cover during the mobility period.

To acquire pension rights that they can claim at the end of their working life, it is proposed that the beneficiary of a professionalisation or apprenticeship contract on mobility join, during this period, the voluntary disability and pension insurance scheme of the health insurance fund (*caisse primaire d'assurance maladie*, CPAM) of their place of residence. To benefit from this cover, the beneficiary of a professionalisation or apprenticeship contract on mobility must prove that they were covered by an obligatory social security regime for at least 6 months before their departure and that they no longer meet the conditions to be covered by that regime as an employee or apprentice.

The quarterly contribution to the voluntary pension/disability scheme is €441 per person.

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

Concerning sickness, maternity, disability and pension cover, the employer, the trainee and the apprentice training centre or training organisation must make declarations.

- during the mobility period(s), the employer must report in the nominative social declaration (*déclaration sociale nominative*, DSN) that the contract has been suspended;
- the beneficiary of the professionalisation or apprenticeship contract must make a declaration to their health fund (CPAM) to inform it of their change in status and, if necessary, request a European Health Insurance Card. This can be done online. The card is sent out within 2 weeks and is valid for 2 years. It covers healthcare expenses during temporary stays in another European Union Member State. *Templates for letters are available on the Ministry of Labour website to facilitate these formalities;*
- the training organisation or apprentice training centre will help the trainee with writing and sending these letters to the CPAM.

#### ***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 work, the host company or the host training organisation/centre undertakes to send, for apprentices, to the training centre in France and, for beneficiaries of a professionalisation contract, to the training organisation in France or, failing that, to the employer, the information the latter 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 the [ameli.fr](http://ameli.fr) website.

### **4. Funding possibilities**

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 borne 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 costs of any nature including those corresponding to social security contributions and, where applicable, the trainee's allowance and related expenses incurred by the mobility period outside the country; these may include travel, accommodation expenses, etc.;

- **European programmes, including Erasmus+:** Erasmus calls for proposals are published every year and can enable you to benefit from a budget to finance your 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/>);
- **ProTandem:** 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/>).

If the trainee on mobility does not have employee status in the host State, it should be noted that any allowance paid by the host company must be an accessory amount in relation to the amount of the Erasmus grant, the contribution of the competencies operator or any other French provider of funds, otherwise there is a risk of the trainee's status being altered in the event of a control being carried out on the host company.

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

Before signing the mobility agreement, the training organisation/centre must send the draft agreement to the employer's 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 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 stakeholders to conclude the final mobility agreement;
- helping the trainee as well as their employer with writing and sending the relevant letters to the health fund (CPAM);
- 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 method of recognising the outcomes of the mobility;
- 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 French employer**

The employer guarantees the employee's return under the same conditions as before they left for the mobility period.

#### **Obligations of the beneficiary of the professionalisation 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.

#### **Obligations of the host company:**

The host company's obligations include:

- 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 to provide guidance;
- recording the number of hours worked by the person on mobility and providing proof thereof in the form of a record of those hours that is transmitted to the employer;
- ensuring that the beneficiary is entrusted with tasks compatible with their abilities and matching the training objectives during this mobility period;
- 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; informing them about the risks specific to the company; providing collective and personal protective equipment;
- 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, 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);

- if the beneficiary is provided with accommodation, providing decent accommodation compliant with health and safety standards 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.

---

(4) Delete as applicable.

(5) Delete as applicable.