European Organization for Nuclear Research
Organisation européenne pour la recherche nucléaire

TECHNICAL STUDENT AGREEMENT

A technical student agreement is hereby concluded between:

the European Organization for Nuclear Research (CERN)

Represented by: Lore TAILLIEU, Head of Talent Acquisition
Address: CH-1211 Geneva 23, Switzerland
Telephone: + 41 22 76 62644

CERN Technical Student supervisor:

Telephone:

E-mail:

hereafter referred to as the Organization

and

Name of the University/Educational Establishment:

Represented by (name and title):

Address:

Telephone: E-mail:

assisted by the University/Educational Establishment Professor:

Telephone: E-mail:

hereinafter referred to as the Home Institution

Concerning the technical studentship with the Organization of:

Name of the technical student:

hereinafter referred to as the Student

Article 1 - Scope and duration of the student contract

The Student shall be appointed as an associated member of the personnel of the Organization within the CERN Technical Student Programme to supplement his or her higher education within the Home Institution. The Organization undertakes to assign the Student to tasks that correspond to the level of his or her studies and contribute to his or her education.
The initial technical studentship will be from to This contract may be renewed up to a total maximum period of 14 months.

Subject of the technical studentship:

Article 2 - Status of the Student

During the technical studentship within the Organization, the Student shall remain enrolled as a student in higher education at the Home Institution and shall hold a contract of association with the Organization as a "Student".

As an associated member of the CERN personnel, the Student shall be subject to the relevant provisions of the Organization's Staff Rules and Regulations, in particular in respect of conduct, intellectual property, leave, working hours, termination of contract, safety and discipline. The Home Institution shall accept application of the Staff Rules and Regulations to the Student as well as all consequences that may derive therefrom.

Article 3 - Social protection

Social insurance cover of the Student is the responsibility of the Home Institution, or, that failing, the Student's own responsibility.

The social protection of the Student, and of any accompanying family members, must include for the entire duration of the Student's contract of association, protection against the financial consequences of illness and accidents (occupational and non-occupational) that is suitable for the Organization's Host States (France and Switzerland).

Without prejudice to the foregoing, membership of the Organization's Health Insurance Scheme is obligatory for the Student during his or her contract of association.

Any other social insurance (disability, unemployment or old-age) is not provided by CERN. In this respect, the student must, as a minimum, be covered by a valid disability insurance, which may be either provided by the Home Institution or purchased by the Student itself.

Any additional costs that the Student may incur as a member of another health insurance scheme will not be covered by CERN.

In the event of the Student being the victim of an accident during his or her association, the Organization undertakes to inform the Home Institution of the accident without undue delay and to transmit to it all relevant information.

Article 4 - Subsistence allowance

Throughout the technical studentship, the Organization shall pay the Student a subsistence allowance of 3'486 CHF per month in order to help the Student to cover the additional expenses incurred by a stay in the local area. Under no circumstances shall the subsistence allowance represent remuneration of the Student.

Article 5 - Publications relating to the technical studentship

Any publication of a document relating to the technical studentship at CERN shall be subject to CERN's prior authorisation.

Article 6 – Governing law and dispute resolution

The provisions of this Agreement must be interpreted in light of the intention of the parties and in compliance with CERN's status as an Intergovernmental Organization, independently of any national or local legislation. Where the Agreement is silent or in the event that its provisions are ambiguous or lack clarity, the parties shall refer to Swiss substantive law to resolve any issues arising from this situation.

The parties shall settle any difference concerning this Agreement amicably. Where this is not possible, the parties shall resort to arbitration in accordance with a procedure to be agreed by the Parties, in accordance with CERN's status as an intergovernmental Organization.

For CERN	For the Student	For the Home Institution