



TRaining for APPrentices

Intellectual Output #1

Construction of a shared legal framework

FINAL VERSION

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Introduction

This document has been created and written in the framework of the TRaining for APPrentices (TRAPP) project, funded by the Erasmus+ program, as a Key Action 2 project.

TRAPP aims to facilitate **long-term mobility for apprentices** in Europe by exchanging good practices and creating new tools to improve the current practices.

The European mobility of apprentices is a phenomenon that has been developing for about fifteen years. Many arrangements allowing financial, administrative, legal, and collaborative support have been implemented to contribute to this trend. However, the number of apprentices who experience international mobility during their training remains very limited and the duration of their staying abroad is often very short (2 or 3 weeks). Why so?

First of all, Europe is featured by an increasing number of apprenticeship schemes, with different purposes: vocational training fully preparing learners for an occupation, short-term skills development, etc. Though efforts are made to promote a common European understanding of apprenticeship, there is still not a single model of apprenticeship which is valid for all EU countries.

Despite this, the common feature of all apprentices is that they are welcomed by private enterprises for a period of time during their VET curricula. According to the different systems of apprenticeship, from the legal point of view, apprentices can be considered either as employees or as trainees of the company. Thus, the apprentice's status impacts on the degree of responsibility of the "welcoming" company, which, consequently, impacts as well in case the apprentice decides to experience a learning mobility abroad. Who is responsible for the apprentice during the working time abroad? Who will insure him/her? Does the legal responsibility change with respect to the duration of the mobility?

Secondly, one must consider that when an enterprise welcomes an apprentice, it is because the business leader is convinced of the added value of dual education (it facilitates the employability of youngsters, it ensures the survival of the profession, etc.). But beyond this, there is often a major need for an immediate workforce in the company, trained according to the company's criteria. In-company tutors employ apprentices in order to have, first and foremost, an additional co-worker in their team. When an apprentice wants to experience mobility abroad, the sending company loses its workforce. Thus, many companies are reluctant to engage their apprentices in international mobilities: the longer the experience abroad, the more difficult it is to convince a company to let the apprentice go.

Thirdly, the specificity of the apprenticeship contract is to offer a dual education between a training centre and a company. This feature remains valid even when the apprentice goes abroad during his/her studies and spends a period of time in a foreign company. How to integrate this period of time in the educational pathway of the student? What are the competencies that he/she should achieve abroad? How to ensure that they are in line or complementary to the ones that the apprentice should have achieved during the same period of time in his/her country of origin? What happens to the theoretical courses, if any, that the apprentice should have attended if he/she had stayed at home? Again, the longer the mobility, the more important it is to correctly integrate it in the educational pathway of the apprentice.



Finally, international mobility brings competences and skills to an apprentice that must be valued in his/her educational portfolio and CV. While a number of European and national assessment and valorisation tools already exist and can be used for this purpose, there is still a lot of work to do to facilitate the recognition of the learning outcomes of international mobility, without extending learners' education and training pathways, whenever possible.

6 partners from 4 different countries gathered in the TRAPP consortium to explore the different obstacles to the long-term mobility of apprentices and propose innovative solutions, tools and good practices to support its development. The partners of TRAPP are:

- In France: The Chamber of Craft of Auvergne-Rhône-Alpes - Lyon, Rhône (CMA AURA), Rectorat de l'Académie de Lyon (Lyon's local education authority), SEPR (VET school)
- In Italy: Uniser (mobility provider)
- In Finland: OMNIA (VET school)
- In Germany: Bildungswerk der Hessischen Wirtschaft e.V. (BWHW) (training centre for integration into the world of work)

The project includes the creation of 4 Intellectual Outputs (IOs):

1. **Construction of a shared legal framework:** ensures a good framework for apprentices' security (administrative and legal of long-term mobility): status of on-training apprentices and post-diploma, salary methods, social security, agreement templates.
2. **Creation of a European area for human resources:** takes into account the challenges of crossed mobilities as a solution to maintain the workforce in the sending company and offers a tool kit to facilitate the organisation of successful international mobilities.
3. **Implementation of a coherent educational programme:** offer a methodology and several tools to integrate the long-term mobility in the pedagogical pathway of the apprentice.
4. **Evaluate the experience and professional results:** presents different European and national assessment and valorisation tools and proposes innovative solutions to recognise and give value to the learning outcomes of international mobility.

The methodologies and tools developed under each IO were tested through the implementation of 5 pilot mobilities. The final guides and deliverables of the project are enriched with comments and recommendations, which reflect the experience gathered by each partner following the testing phase.

This document is the result of the work done for the 1st Intellectual Output, led by the Rhône-Lyon Chamber for Crafts, with the support of all partners. Its goal is to inform European mobility providers and VET centres about the administrative and legal aspects of long-term mobility, so to ensure a good framework for the apprentices' security.

To do so, the document includes examples and good practices based on the pilot experiences of long-term mobilities carried out during the project.



The document is made up of two main sections:

- **Section 1: Compilation of different situations of mobility.** This section presents the legal and administrative issues concerning the status of on-training apprentices on long-term mobilities in the four countries targeted by the project. Its purpose is to inform the reader about all the legal and administrative issues to be considered when organizing such experiences (ex. salary methods, social security, agreement templates) both for the sending and hosting training centre, as well as the sending and hosting enterprise.
- **Section 2: The legal agreements:** the section presents the legal agreements prepared for the TRAPP international mobilities and include a specific focus on the evolution of the legal framework of the international mobility of apprentices and the obstacles encountered during the application of the national regulation in France. The templates of the legal agreements are available in a separate toolkit, which complete the present document.

This document is made first and foremost for European mobility providers, VET centres but also business organizations such as chambers of craft, which are interested in and committed to mobility in the VET context. In addition, the document is also addressed to policy makers and public administrations who regulates VET mobilities, as it illustrates the complexity of the legal framework of apprentice's mobilities and evoke the necessity to have professional actors who master all these aspects. Thus, in general terms, this document targets all organizations interested in contributing to the intra-European mobility, and notably long-term mobility, of individuals in vocational training.

Foreword

The actors of the mobility

The actors involved in the organization of an international mobility can be very different. Their role and level of implication depend on several factors, such as the type of actor who organizes the mobility and the organization of the apprenticeship system in the countries involved in the mobility project.

To avoid any misunderstanding and adopt a homogenous terminology, in the framework of this document, the partners of TRAPP agreed on the following definitions:

- The **apprentice**: a young undergraduate VET student enrolled in a dual-VET training programme, who decides to experience an in-company training period abroad.
- The apprentice's training company in the country of origin (or **Sending company**): it is the company that signs a training contract with the apprentice in his country of origin and assumes the responsibility of teaching technical contents required by the dual-VET training programme.
- The **sending institution**: in the framework of this document, this term can be applied to 2 types of actors:
 - the VET school in the country of origin (or Sending VET school): the vocational school where the apprentice enrolls to complete his/her dual-VET training programme. In some cases, the VET school is also the organizer of the mobility.
 - The supporting organization in the country of origin: it is an "intermediate organization" other than a VET school, which may organize the mobility and facilitate the exchanges between the different actors of the mobility.
 - One must note that even if we adopted the term "sending institution", it does not mean automatically that these organizations are the ones involved in the legal responsibility of the apprentice during the time abroad. The legal signatory is to be seen case by case.
- The apprentice's training company in the country of destination (or **Hosting company**): the company who hosts the apprentice during the mobility and assumes the responsibility for teaching the technical training contents included in the learning agreement.
- The **hosting institution**: in the framework of this document, this term can be applied to 2 types of actors:
 - The VET school in the country of destination (or Hosting VET school): it is the vocational school that may facilitate or organize the mobility in the hosting country.
 - The supporting organization in the country of destination: it is an "intermediate organization" other than a VET school, which may organize the mobility and facilitate the exchanges between the different actors of the mobility.
 - One must note that even if we adopted the term "hosting institution", it does not mean automatically that these organizations are the ones signing legal agreements



concerning the apprentice during the time abroad. The legal signatory is to be seen case by case.

The duration

In the framework of the Erasmus+ programme, the term “long-term” is applied to mobilities that lasts at least 90 days. However, for the purpose of the pilot experiences carried out during the TRAPP project, the duration of the experience abroad was initially set to 8 weeks¹. The main reason for this choice is that the mobility of apprentices is rare. In the experience of the TRAPP partners, when apprentices leave for an experience abroad, they usually do it for 2 or 3 weeks on average. Going beyond the average duration is already an achievement, as it implies dealing with all the aspects studied in the framework of the project (legal framework, maintain of workforce in the sending company, pedagogical content of the mobility, valorization of the skills acquired abroad). The longer the mobility, the harder these aspects impact on its realization. The project partners wanted to study all these aspects, keeping the possibility of organizing pilot mobilities in the framework of the project realistic. In addition, one must consider that the project initially foresaw to carry out two rounds of mobilities in a period of 24 months of project implementation. The two rounds were to be organized in a subsequent way, in order to improve the methodologies and tools applied in the first round, with a second experience. Organizing longer pilot mobilities would have not allowed for this possibility.

Section 1 - Compilation of different situations of mobility

Before organizing the international mobility for an on-training apprentice, a preliminary work must be carried out to prepare the apprentice to go abroad, to organize the time of the mobility, to understand the hosting conditions for the successful integration of the apprentice and to monitor his/her time abroad. In Europe, as VET systems are numerous and as legal regulations differ from one country to another, the legal framework in which the mobilities of apprentices are taking place varies as well. Therefore, a key task is to clarify the legal and administrative framework of the mobility and to secure both the companies and the apprentices. More specifically, it is necessary to verify the legal status of the apprentice, which varies from one European country to another, to pay attention to his/her potential remuneration during the time spend abroad, to be aware of social coverage issues and to elaborate legal agreements.

¹ The TRAPP project initially foresaw to organize 8 international mobilities experiences in two different sectors in all the partner countries (France, Spain, Germany and Italy). The duration of the mobility was initially set to 8 weeks (60 days) for all the experiences. However, due to the impact of the COVID-19 epidemic on the project activities, in none of the countries it was possible to carry out the mobility in both sectors. In addition, the duration of the mobility in some cases had to be reduced. However, the legal framework was studied for all mobilities as planned at the beginning of the project.



In the specific context of TRAPP, the project foresaw to organize 8 pilot international mobilities for on-training apprentices (and/or dual students) between the partners countries, namely France, Germany, Finland, and Italy, and to highlight the key measures of each country regarding legal and administrative issues that might arise.

The tables below present in detail the administrative and legal issues to be considered when organizing mobilities between the 4 countries involved in the project and for all the stakeholders involved: the apprentice (or the dual student), the sending and hosting companies and the sending and hosting institutions (VET school/supporting organizations). More specifically in the context of TRAPP project, they provide specific details on the national regulations regarding the status of on-training apprentices, the mode of remuneration, the social security cover, the model of agreements to be established between the sending and hosting training centres/organizations, the companies and the apprentices involved. The Glossary of the legal agreements in Annex 1 recaps the definitions and signatures of the documents mentioned in the tables.

The different situations of mobilities studied and presented are the following:

- **An apprentice trained in Finland** who experience an international mobility in a French company, an Italian company, and a German company.
- **An apprentice trained in France** who experience an international mobility in a German company, an Italian company, and a Finnish company.
- **An apprentice trained in Italy** who experience an international mobility in a Finnish company, a German company, and a French company.
- **An apprentice trained in Germany** who experience an international in a French company, a Finnish company, and an Italian company.

The structure of document allows each actor of the mobility to focus on its role and obligations.

Table 1.1: A Finnish apprentice going to a French company

General context	<p>In Finland, an apprentice has an employee status. He/she signs an apprentice employment contract instead of a OMNIA Training Agreement with the company. Normally, if the apprentice leaves the Finnish company to go to train abroad, it happens during an unpaid period or holiday time.</p> <p>The employer's insurances cover the apprentices as well as the normal employees in Finland.</p> <p>The project partner for Finland during TRAPP was OMNIA, a VET school. OMNIA has only a small minority of students enrolled in an apprentice contract. Thus, when going abroad for international internships, they are treated as OMNIA dual students and benefit for the same Training Agreement that is used for dual students.</p> <p>The insurance of OMNIA covers the apprentice during the traineeship period that takes place abroad.</p>
Apprentice	<p><u>If the student is not a European Citizen</u> and his/her training agreement is validated, he/she must go to a French consulate to have a « visa » for a short stay (less than 3 months) or a long stay (3 months and more).</p>



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Sending company	In the case of VET student, as the once selected for the TRAPP experience by OMNIA, this is not applicable.
Hosting company	<p>Same working time than the other employees (8 hours + a lunch hour/day).</p> <p>No salary but a bonus (568.75€ per month in 2019, without contributions in this limit) if the training period lasts 2 months at least.</p> <p>Traineeship agreement with a list of the learning objectives (signed by the apprentice, the hosting company, and the training centre).</p> <p>Designation of a work supervisor, responsible for the guidance and evaluation together with a vocational teacher from the sending training centre and the student at the end of the training period.</p> <p><u>If the student is not a European Citizen</u>, the hosting company must send the traineeship agreement to the French administration (Prefect) at least one month before the beginning of the traineeship.</p> <p>The French administration must decide to validate or not the traineeship agreement in the next 15 days. The hosting company, the student and the training centre are informed:</p> <p>If the traineeship agreement is validated, the student must go to a French consulate to have a « visa » for a short stay (less than 3 months) or a long stay (3 months and more).</p> <p>If the traineeship agreement is not validated, the student will not be able to go to France.</p>
Sending institution	<p>In the framework of TRAPP, OMNIA is the VET school that insures its students with accident insurance and liability insurance during their traineeship period for their working hours and for the trips to the company from home and vice versa.</p> <p>OMNIA also provides and signs the traineeship agreement with the Finnish apprentice and the hosting company.</p>

<p>Hosting institution</p>	<p>The hosting institution must support the company, the student, and the sending institution (OMNIA) for administrative procedures. In the framework of TRAPP, this role is played by SEPR (hosting VET school). It checks the conformity of the Finnish convention with the requirements of the French regulations.</p>
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Table 1.2: A Finnish apprentice going to an Italian company

<p>General context</p>	<p>In Finland, an apprentice has an employee status. He/she signs an apprentice employment contract instead of a OMNIA Training Agreement with the company. Normally, if the apprentice leaves the Finnish company to go to train abroad, it happens during an unpaid period or holiday time.</p> <p>The employer's insurances cover the apprentices as well as the normal employees in Finland.</p> <p>The project partner for Finland during TRAPP was OMNIA, a VET school. OMNIA has only a small minority of students enrolled in an apprentice contract. Thus, when going abroad for international internships, they are treated as OMNIA dual students and benefit for the same Training Agreement that is used for dual students.</p> <p>The insurance of OMNIA covers the apprentice during the traineeship period that takes place abroad.</p>



Apprentice	<p>No specific formalities.</p> <p><u>If an apprentice is not an EU citizen</u>, he/she can come to Italy if his/her stay in the partner country is legal</p> <p><u>EU nationals who wish to stay in Italy for a period exceeding three months</u> should be registered to the Anagrafe (Birth register Office) of the municipality of their residence.</p> <p>The following documents must be included with their application:</p> <p>if they are employed or self-employed: evidence of their activity</p> <p>if they are studying, training, or staying for reasons other than work: a proof of maintenance, calculated according to the Italian minimum annual social security allowance in relation to the number of dependent family members (a self-certification is accepted); a proof of sickness insurance to cover health care costs; evidence of their university courses (only if they are studying).</p> <p>They will receive a receipt certifying that they have applied for a registration to Anagrafe.</p>
Sending company	<p>In the case of a VET student, as the once selected for the TRAPP experience, this is not applicable.</p>
Hosting company	<p>Same working time than the other employees (8 hours + a lunch hour/day).</p> <p>No salary</p> <p>Traineeship agreement with a list of the learning objectives (signed by the apprentice, the hosting company, and the training centre).</p> <p>Designation of a work supervisor, responsible for the guidance and evaluation together with a vocational teacher from the sending training centre and the student at the end of the training period.</p>



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	<p>The Italian hosting company must verify if the sending institution is able to guarantee the appropriate insurance for on-the-job injuries or third-party liability, otherwise, the Italian hosting company will have to provide for such coverage.</p> <p>The provisions laid down by the Italian legislation on health and safety in the workplace apply.</p> <p>For EU citizens who attend a school/university in an EU country and who apply for a curricular traineeship at an Italian company, it is possible to activate the traineeship following the rules of the country of origin where the sending training centre is located and the procedures foreseen by that country, including the administrative documents, the agreements between students, the sending institution, and the company as well as the forms for evaluating the internship.</p>
<p>Sending institution</p>	<p>During TRAPP project, OMNIA, our Finnish sending VET school, insures its students with accident insurance and liability insurance during their traineeship period for their working hours and for their trips to the company from home and vice versa.</p> <p>OMNIA provides and signs the traineeship agreement with the Finnish apprentice and the hosting company.</p>
<p>Hosting institution</p>	<p>In the framework of TRAPP, UNISER plays the role of an “intermediary organisation” supporting the organization of the mobility. It ensures the quality of the internship and relates with the company tutor.</p>

Table 1.3: A Finnish apprentice going to a German company

General context	<p>In Finland, an apprentice has an employee status. He/she signs an apprentice employment contract instead of a OMNIA Training Agreement with the company. Normally, if the apprentice leaves the Finnish company to go to train abroad, it happens during an unpaid period or holiday time.</p> <p>The employer's insurances cover the apprentices as well as the normal employees in Finland.</p> <p>The project partner for Finland during TRAPP was OMNIA, a VET school. OMNIA has only a small minority of students enrolled in an apprentice contract. Thus, when going abroad for international internships, they are treated as OMNIA dual students and benefit for the same Training Agreement that is used for dual students.</p> <p>The insurance of OMNIA covers the apprentice during the traineeship period that takes place abroad.</p>
Apprentice	<p><u>If the apprentice is not an EU citizen</u>, he/she must be allowed to work in Germany. If he/she is not a national of an EU state, he/she will usually require a visa for his/her internship in Germany. Besides an offer for an internship with a company in Germany, he/she will also need the approval of the Federal Employment Agency in Germany. The employer (from the hosting company) should apply for this on the apprentice's behalf as quickly as possible. If the apprentice has documents proving both, he/she should apply for a visa to the competent embassy or consulate before travelling to Germany. The internship may not last more than twelve months and can only be extended in exceptional cases.</p>



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	<p>Some internships do not require the agreement of the Federal Employment Agency. These include internships under EU-funded programs (Erasmus+, etc.).</p> <p>If the person is sent to Germany from a European company or a country with a social security agreement with Germany, the social security guidelines of the home country (i.e., the country in which the sending company is located) continue to apply to the person.</p>
Sending company	In the case of a VET student, as the once selected for the TRAPP experience, this is not applicable.
Hosting company	<p>Same working time as the other employees (8 hours + a lunch hour/day).</p> <p>If the internship lasts longer than 90 days, minimum wage must be applied.</p> <p>Learning agreement with a list of the learning objectives (signed by the apprentice, the hosting company, and the sending institution)</p> <p>Designation of a work supervisor, responsible for the guidance and evaluation together with a vocational teacher from the sending training centre and the student at the end of the training period.</p> <p>If the person is sent to Germany from a European company or a country with a social security agreement with Germany, the social security guidelines of the home country (i.e., the country in which the sending company is located) continue to apply to the person.</p>
Sending institution	During the TRAPP project, OMNIA, our Finnish sending VET school, insures its students with accident insurance and liability insurance during their traineeship period for their working hours and for their trips to the company from home and vice versa.

	OMNIA provides and signs the traineeship agreement with the Finnish apprentice and the hosting company.
Hosting institution	The hosting institution, in the framework of TRAPP, is played by BWHW, who can be considered as an “intermediary organisation” that ensures the quality of the internship and facilitates the exchanges with the company tutor in the hosting country.

Table 1.4: A French apprentice going to a German company

General context	<p>In France, the apprenticeship is a dual vocational training path with an employment contract.</p> <p>The apprentice is an employee of a company with which he/she has signed a specific employment contract: the apprenticeship contract. This employment contract is covered by an apprentice training centre in which the apprentice will be trained in addition to the training he/she will receive in the company that hired him/her.</p> <p>The apprenticeship contract must be registered (that is to say, it must have an audit made by a public institution), it has a limited duration of 1 to 3 years in general.</p> <p>An apprenticeship contract can be concluded by anyone between the age of 16 to 29.</p>

	<p>The possibility for an apprentice to carry out part of his/her training abroad is provided by the regulation which makes a distinction between 2 types of mobility:</p> <p>Mobility of 4 weeks or less (with a <u>French secondment agreement</u> between the apprentice, the French company, the hosting company. The signature of the sending institution, notably when it is a VET school, is not compulsory but recommended.</p> <p>Mobility of more than 4 weeks (with a <u>French mobility agreement</u>, which is a suspension of the apprenticeship contract in France, also known as “<i>Convention pour la mise en veille du contrat d’apprentissage</i>” in French).</p>
<p>Apprentice</p>	<p>The apprentice must be registered with the competent authority in Germany.</p> <p>If the apprentice is moving into an apartment or a house, for up to 3 months, there is no obligation to notify the registration authority. (Registration authority = Einwohnermeldeamt).</p> <p><u>If the apprentice is not an EU citizen</u>, he/she must be allowed to work in Germany. If he/she is not a national of an EU state, he/she will usually require a visa for his/her internship in Germany. Besides an offer for an internship with a company in Germany, he/she will also need the approval of the Federal Employment Agency. The employer (from the hosting company) should apply for this on the apprentice’s behalf as quickly as possible. If the apprentice has documents proving both, he/she should apply for a visa to the competent embassy or consulate before travelling to Germany. The internship may not last more than twelve months and can only be extended in exceptional cases.</p> <p>Some internships do not require the agreement of the Federal Employment Agency. These include internships under EU-funded programs (Leonardo, Socrates, Erasmus+, etc.).</p> <p>If the person is sent to Germany from a European company or a country with a social security agreement with Germany, the social security guidelines of the home country (i.e., the country in which the sending company is located) continue to apply to the person.</p> <p>Mobility of 4 weeks or less: the apprentice remains an employee of the French sending company but a <u>French secondment agreement</u> with the hosting company defines the conditions for carrying out the apprentice's mobility period. Before leaving, the apprentice requests the European health insurance card.</p>

	<p>Mobility of more than 4 weeks: during this mobility, the status of the apprentice will be the one given by the regulations of the hosting country (employee, student, trainee, other...). During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p>
<p>Sending company</p>	<p>Mobility of 4 weeks or less: The sending French employer shall remain subject to the obligations that result from the signature of the apprenticeship contract, including the compliance with the terms of the employment contract, the maintenance of the remuneration, the payment of the social security charges, the responsibility for disciplinary authority, the occupational medicine and the management of paid holiday. In the event of a difficulty, or of a misconduct by the apprentice, the hosting company shall immediately inform the sending company, who shall take appropriate measures.</p> <p>Before the employee leaves, the company must inform the Primary Health Insurance Fund (CPAM) of its district and obtain a certificate of the legislation applicable to the employee: the A1 form. The sending company signs the <u>French secondment agreement</u> with the apprentice and the hosting company.</p> <p>Mobility of more than 4 weeks: The apprenticeship contract between the sending French employer and the apprentice is maintained during the mobility period but several aspects of French regulations will no longer apply in favour of the regulations applicable in the hosting country. The French employer will not be responsible for the application of these regulations, it is the hosting company that will be solely responsible.</p> <p>A <u>French mobility agreement</u> is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are the ones of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the latter were SEPR (VET school) and BWHW (supporting organization).</p> <p>During this mobility, the status of the apprentice will be the one given by the regulations of the hosting country (employee, student, trainee, other ...).</p>



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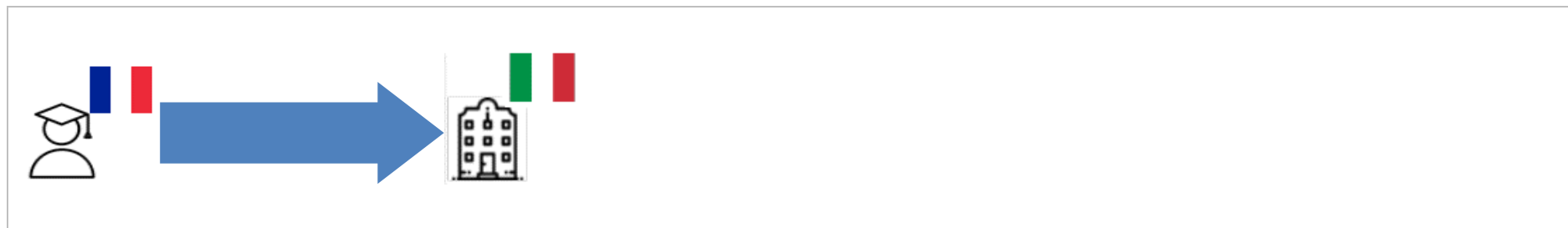


	<p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice has the status of an employee or assimilated in this State, the employer indicates in the DSN every month that the apprenticeship contract is on standby during the mobility period.</p>
<p>Hosting company</p>	<p>Mobility of 4 weeks or less: the hosting company shall be responsible for the conditions under which the work is performed. These include the provisions concerning working time, night work, weekly rest and public holidays, health and safety rules, and the employment conditions of women and young people. The hosting company signs the <u>French secondment agreement</u> with the French apprentice and the French sending company. The signature of the sending institution, notably when it is a VET school, is also recommended.</p> <p>Mobility of more than 4 weeks: the hosting company is responsible for the conditions of performance of the apprentice's work (as set by the regulations applicable in the hosting country), this concerns in particular:</p> <ul style="list-style-type: none"> • Health and safety at work • Remuneration • Hours of work • Weekly rest and public holidays <p>A <u>French mobility agreement</u> must be concluded between the apprentice, the French sending company and the hosting company abroad. Additional signatures, not compulsory but highly recommended, are the one of the French sending institution and the hosting institution. In the case of TRAPP, the latter were SEPR (VET school) and BWHW (supporting organization).</p>

	<p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice has the status of an employee or assimilated in this State, the hosting company must declare the apprentice to the social security in the hosting country.</p> <p>In Germany, the legal framework foresees:</p> <ul style="list-style-type: none"> • same working time as the other employees (8 hours + a lunch hour/day) • If the internship lasts longer than 90 days, minimum wage must be applied. • Learning agreement with a list of the learning objectives (signed by the apprentice, the hosting company, and the sending institution) <p>Designation of a work supervisor, responsible for the guidance and evaluation together with a vocational teacher from the sending training centre and the student at the end of the training period.</p> <p>If the person is sent to Germany from a European company or a country with a social security agreement with Germany, the social security guidelines of the home country (i.e., the country in which the sending company is located) continue to apply to the person.</p>
<p>Sending institution</p>	<p>Mobility of 4 weeks or less: The French sending institution (SEPR, in the case of TRAPP) prepares a <i>French secondment agreement</i> which is signed between the apprentice, the French sending company, the German hosting company. Additional signatures, not compulsory but highly recommended, are the ones of the sending and hosting institution (BWHW was the supporting organization in Germany in the case of TRAPP).</p> <p>Mobility of more than 4 weeks: A <i>French mobility agreement</i> is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are the ones of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the sending institution was SEPR.</p>

	<p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity. If an apprentice has not the status of an employee or assimilated in this State, the training centre must declare and pay the social security contributions of the apprentice in France for accidents at work and occupational diseases.</p>
<p>Hosting institution</p>	<p>Mobility of 4 weeks or less: The French sending institution (SEPR, in the case of TRAPP) prepares a <i><u>French secondment agreement</u></i> which is signed between the apprentice, the French sending company, the German hosting company. Additional signatures, not compulsory but highly recommended, are the ones of the sending and hosting institution (BWHW was the supporting organization in the case of TRAPP).</p> <p>Mobility of more than 4 weeks: A <i><u>French mobility agreement</u></i> is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are, the one of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the sending institution was SEPR. BWHW plays the role of a hosting organisation which works as an “intermediary organisation”.</p>

Table 1.5: A French apprentice going to an Italian company



<p>General context</p>	<p>In France, the apprenticeship is a dual vocational training path with an employment contract.</p> <p>The apprentice is an employee of a company with which he/she has signed a specific employment contract: the apprenticeship contract. This employment contract is covered by an Apprentice Training Centre in which the apprentice will be trained in addition to the training he/she will receive in the company that hired him/her.</p> <p>The apprenticeship contract must be registered (that is to say, it must have an audit made by a public institution), it has a limited duration of 1 to 3 years in general.</p> <p>An apprenticeship contract can be concluded by anyone between the age of 16 to 29.</p> <p>The possibility for an apprentice to carry out part of his/her training abroad is provided by the regulation which makes a distinction between 2 types of mobility:</p> <p>Mobility of 4 weeks or less (with a <i>French secondment agreement</i> between the apprentice, the French sending company and the hosting company. Additional signatures, not compulsory but highly recommended, are the ones of the sending and hosting institution (in the framework of TRAPP, they were SEPR, the French sending VET school and UNISER the Italian supporting organization).</p> <p>Mobility of more than 4 weeks (with a <i>French mobility agreement</i>, which is a suspension of the apprenticeship contract in France, also known as “<i>Convention pour la mise en veille du contrat d’apprentissage</i>” in French). The French mobility agreement is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are the ones of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the French sending institution is SEPR. UNISER plays the role of a hosting organisation which works as an “intermediary organisation” and facilitates the relations with the actors of the mobility in Italy.</p>
<p>Apprentice</p>	<p>Mobility of 4 weeks or less: The apprentice remains an employee of the French sending company but a <i>French secondment agreement</i> with the hosting company defines the conditions for carrying out the apprentice's mobility period. Before leaving, the apprentice requests the European health insurance card.</p>



	<p>Mobility of more than 4 weeks: During this mobility, the status of the apprentice will be the one given by the regulations of the hosting country (employee, student, trainee, other ...). During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p><u>If an apprentice is not an EU citizen</u>, he/she can come to Italy if his/her stay in the partner country is legal.</p> <p>EU nationals who wish to stay in Italy for a period exceeding three months should be registered to the Anagrafe (Birth Register Office) of the municipality of their residence. The following documents must be included with their application:</p> <ul style="list-style-type: none"> • if they are employed or self-employed: evidence of their activity • if they are studying, training, or staying for reasons other than work: proof of maintenance, calculated according to the Italian minimum annual social security allowance in relation to the number of dependent family members (a self-certification is accepted); proof of sickness insurance to cover health care costs; evidence of university courses (only if they are studying). <p>They will receive a receipt certifying that they have applied for a registration to Anagrafe</p>
<p>Sending company</p>	<p>Mobility of 4 weeks or less: The French sending company is the employer and shall remain subject to the obligations that result from the signature of the apprenticeship contract, including the compliance with the terms of the employment contract, the maintenance of the remuneration, the payment of the social security charges, the responsibility for disciplinary authority, the occupational medicine, and the management of paid holiday. In the event of a difficulty, or of a misconduct by the apprentice, the hosting company shall immediately inform the employer, who shall take appropriate measures.</p> <p>Before the employee leaves, the company must inform the Primary Health Insurance Fund (CPAM) of its district and obtain a certificate of the legislation applicable to their employee: the A1 form. The sending company signs the <u>French secondment agreement</u> with the apprentice and the hosting company.</p> <p>Mobility of more than 4 weeks: The apprenticeship contract between the French employer and the apprentice is maintained during the mobility period but several aspects of French regulations will no longer apply in favour of the regulations applicable</p>

	<p>in the hosting country. The French sending employer will not be responsible for the application of these regulations, it is the hosting company that will be solely responsible.</p> <p>A <u>French mobility agreement</u> must be concluded between the apprentice, the French sending company (employer), the foreign hosting company. The signatures of the sending and hosting institutions are recommended but not compulsory (in the case of TRAPP they were respectively the SEPR, sending VET school, and UNISER, hosting supporting organization).</p> <p>During this mobility, the status of the apprentice will be the one given by the regulations of the hosting country (employee, student, trainee, other ...).</p> <p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice has the status of an employee or assimilated in this State, the employer indicates in the DSN every month that the apprenticeship contract is on standby during the mobility period.</p>
<p>Hosting company</p>	<p>Mobility of 4 weeks or less: The hosting company shall be responsible for the conditions under which the work is performed. These include provisions concerning working time, night work, weekly rest and public holidays, health and safety rules, and the employment conditions of women and young people.</p> <p>The hosting company signs the <u>French secondment agreement</u> with the apprentice and the French sending company. The signatures of the sending and hosting institutions are recommended but not compulsory (in the case of TRAPP they were respectively the SEPR, sending VET school, and UNISER, hosting supporting organization).</p> <p>Mobility of more than 4 weeks: The hosting company will be responsible for the conditions of performance of the apprentice's work (as set by the regulations applicable in the hosting country), this concerns in particular:</p> <ul style="list-style-type: none"> • Health and safety at work • Remuneration

	<ul style="list-style-type: none"> • Hours of work • Weekly rest and public holidays <p>A <u>French mobility agreement</u> must be concluded between the apprentice, the French sending company (employer), and the foreign hosting company. The signatures of the sending and hosting institutions are recommended but not compulsory (in the case of TRAPP they were respectively the SEPR, sending VET school, and UNISER, hosting supporting organization).</p> <p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice has the status of an employee or assimilated in this State, the hosting company must declare the apprentice to the social security in the hosting country.</p> <p>The Italian hosting company must verify if the sending institution is able to guarantee the appropriate insurance for on-the-job injuries or third-party liability (see Annex on social security issues), otherwise, the Italian hosting company will have to provide for such coverage.</p> <p>The provisions laid down by the Italian legislation on health and safety in the workplace apply.</p> <p>For EU citizens who attend a school/university in an EU country and who apply for a curricular traineeship at an Italian company, it is possible to activate the traineeship following the rules of the country of origin where the sending Training centre is located and the procedures foreseen by that country, including the administrative documents, the agreements between students, the sending institution, and the company as well as the forms for evaluating the internship.</p>
<p>Sending institution</p>	<p>Mobility of 4 weeks or less: the sending institution should sign the <u>French secondment agreement</u> with the apprentice, the French sending company and the foreign hosting company. However, its signature is not compulsory, nor it is the one of the hosting institution (in the case of TRAPP they were respectively the SEPR, sending VET school, and UNISER, hosting supporting organization).</p>



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	<p>Mobility of more than 4 weeks: a <u><i>French mobility agreement</i></u> must be concluded between the apprentice, the French sending company (employer), and the foreign hosting company. The signatures of the sending and hosting institutions are recommended but not compulsory (in the case of TRAPP they were respectively the SEPR, sending VET school, and UNISER, hosting supporting organization).</p> <p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting State, except when he/she does not have the status of an employee or assimilated in this State. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice has not the status of an employee or assimilated in this State, the training centre must declare and pay the social security contributions of the apprentice in France for accidents at work and occupational diseases.</p>
<p>Hosting institution</p>	<p>Mobility of 4 weeks or less: the hosting institution should sign the <u><i>French secondment agreement</i></u> with the apprentice, the French sending company and the foreign hosting company. However, its signature is not compulsory, nor it is the one of the sending institution (in the case of TRAPP they were respectively UNISER, the hosting supporting organization and the SEPR, sending VET school)</p> <p>Mobility of more than 4 weeks: a <u><i>French mobility agreement</i></u> must be concluded between the apprentice, the French sending company (employer), and the foreign hosting company. The signatures of the sending and hosting institutions are recommended but not compulsory (in the case of TRAPP they were respectively the SEPR, sending VET school, and UNISER, hosting supporting organization).</p>

Table 1.6: A French apprentice going to a Finnish company

<p>General context</p>	<p>In France, the apprenticeship is a dual vocational training path with an employment contract.</p> <p>The apprentice is an employee of a company with which he/she has signed a specific employment contract: the apprenticeship contract. This employment contract is covered by an Apprentice Training Centre in which the apprentice will be trained in addition to the training he/she will receive in the company that hired him/her.</p> <p>The apprenticeship contract must be registered (that is to say, it must have an audit made by a public institution), it has a limited duration of 1 to 3 years in general.</p> <p>An apprenticeship contract can be concluded by anyone between the age of 16 to 29.</p> <p>The possibility for an apprentice to carry out part of his/her training abroad is provided by the regulation which makes a distinction between 2 types of mobility:</p> <p>Mobility of 4 weeks or less (with a <i>French secondment agreement</i> between the apprentice, the French sending company and the hosting company. Additional signatures, not compulsory but highly recommended, are the ones of the sending and hosting institution (in the framework of TRAPP, they were SEPR, the French sending VET school and OMNIA the Finnish VET school).</p> <p>Mobility of more than 4 weeks (with a <i>French mobility agreement</i>, which is a suspension of the apprenticeship contract in France, also known as “<i>Convention pour la mise en veille du contrat d’apprentissage</i>” in French). The French mobility agreement is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not</p>



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	<p>compulsory but recommended, are, the one of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the sending institution was SEPR. OMNIA, the Finnish VET school, was the hosting institution.</p>
<p>Apprentice</p>	<p>Mobility of 4 weeks or less: the apprentice remains an employee of the French company but a <u>French secondment agreement</u> with the hosting company defines the conditions for carrying out the apprentice's mobility period.</p> <p>Before leaving, the apprentice requests the European health insurance card.</p> <p>Mobility of more than 4 weeks: During this mobility, the status of the apprentice will be the one given by the regulations of the hosting country (employee, student, trainee, other ...).</p> <p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting country, except when he/she does not have the status of an employee or assimilated in this country. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice is not an EU citizen, he/she can come to Finland if his/her stay in the partner country is legal.</p>
<p>Sending company</p>	<p>Mobility of 4 weeks or less: The sending company (the employer) shall remain subject to the obligations that result from the signature of the apprenticeship contract, including the compliance with the terms of the employment contract, the maintenance of the remuneration, the payment of the social security charges, the responsibility for disciplinary authority, the occupational medicine, and the management of paid holiday. In the event of a difficulty, or of a misconduct by the apprentice, the hosting company shall immediately inform the employer, who shall take appropriate measures.</p> <p>Before the employee leaves, the company must inform the Primary Health Insurance Fund (CPAM) of its district and obtain a certificate of the legislation applicable to the employee: the A1 form.</p> <p>Mobility of more than 4 weeks: The apprenticeship contract between the French sending employer and the apprentice is maintained during the mobility period but several aspects of French regulations will no longer apply in favour of the regulations</p>

	<p>applicable in the hosting country. The French employer will not be responsible for the application of these regulations, it is the hosting company (or training centre) that will be solely responsible.</p> <p>The <u>French mobility agreement</u> is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are, the one of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the sending institution was SEPR. OMNIA, the Finnish VET school, was the hosting institution.</p> <p>During this mobility, the status of the apprentice will be the one given by the regulations of the hosting country (employee, student, trainee, other ...).</p> <p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting country, except when he/she does not have the status of an employee or assimilated in this country. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice has the status of an employee or assimilated in this country, the employer indicates in the DSN every month that the apprenticeship contract is on standby during the mobility period.</p>
<p>Hosting company</p>	<p>A work supervisor would be named for each student at each company, while students are practising in Finland.</p> <p>Mobility of 4 weeks or less: The hosting company shall be responsible for the conditions under which the work is performed. These include the provisions concerning working time, night work, weekly rest and public holidays, health and safety rules, and the employment conditions of women and young people.</p> <p>The hosting company signs the <u>French secondment agreement</u> with the apprentice and the French sending company.</p> <p>Mobility of more than 4 weeks: The hosting company will be responsible for the conditions of performance of the apprentice's work (as set by the regulations applicable in the hosting country), this concerns in particular:</p> <ul style="list-style-type: none"> • Health and safety at work • Remuneration

	<ul style="list-style-type: none"> • Hours of work • Weekly rest and public holidays <p>The <u><i>French mobility agreement</i></u> is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are, the one of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the sending institution was SEPR. OMNIA, the Finnish VET school, was the hosting institution.</p> <p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting country, except when he/she does not have the status of an employee or assimilated in this country. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p> <p>If an apprentice has the status of employee or assimilated in this country, the hosting company must declare the apprentice to the social security in the hosting country.</p>
<p>Sending Institution</p>	<p>Mobility of 4 weeks or less: The <u><i>French secondment agreement</i></u> between the apprentice, the French sending company and the hosting company. Additional signatures, not compulsory but highly recommended, are the ones of the sending and hosting institution (in the framework of TRAPP, they were SEPR, the French sending VET school and OMNIA the Finnish VET school).</p> <p>Mobility of more than 4 weeks: The <u><i>French mobility agreement</i></u> is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are, the one of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the sending institution was SEPR. OMNIA, the Finnish VET school, was the hosting institution.</p> <p>During the mobility period in the European Union, the apprentice is subject to the social security from the hosting country, except when he/she does not have the status of an employee or assimilated in this country. In this case, his/her social security coverage is governed by French rules with regards to the risks of illness, old age, maternity, accidents at work and occupational diseases and invalidity.</p>



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	If an apprentice has not the status of employee or assimilated in this country, the training centre must declare and pay the social security contributions of the apprentice in France for accidents at work and occupational diseases.
Hosting institution	<p>Mobility of 4 weeks or less: the <i>French secondment agreement</i> between the apprentice, the French sending company and the hosting company. Additional signatures, not compulsory but highly recommended, are the ones of the sending and hosting institution (in the framework of TRAPP, they were SEPR, the French sending VET school and OMNIA the Finnish VET school).</p> <p>Mobility of more than 4 weeks: the <i>French mobility agreement</i> is signed between the apprentice, the French sending company, the foreign hosting company. Additional signatures, not compulsory but recommended, are, the one of the sending and the hosting institution (VET school or supporting organization). In the case of TRAPP, the sending institution was SEPR. OMNIA, the Finnish VET school, was the hosting institution.</p>

Table 1.7: An Italian apprentice going to a Finnish company

General context	The legal definition of apprenticeship in Italy is an employment contract for an indefinite period aimed at the training and employment of young people. It is an open-ended subordinated employment contract aimed at the achievement of an

	<p>educational qualification and/or an occupational qualification depending on the type of apprenticeship through the combination of work-based learning and education delivered by an accredited training institution.</p> <p>Apprentices enjoy the rights and benefits of standard employees, as regulated by the workers' statute, following the national collective labour agreement applied in the company they are placed in.</p> <p>Apprentice's wage during formal internal training is 10% of the regular pay and null for external training hours.</p> <p>There are three types of apprenticeship in Italy:</p> <ul style="list-style-type: none"> ✓ Type 1: Apprenticeship for Vocational Qualification and Diploma, Upper Secondary Education Diploma and High Technical Specialization Certificate. ✓ Type 2: Professional apprenticeship. ✓ Type 3: Higher Training/Education and Research apprenticeship <p>In the Type 1, training paths range between 6 months and 3 or 4 years.</p> <p>Temporary sending off an apprentice abroad during his/her training is possible. This secondment must be included in the apprentice's training course and a tutor must be appointed to follow the apprentice. The duration must be limited and contained into the duration of the apprenticeship.</p>
<p>Apprentice</p>	<p>The apprentice remains an employee of the Italian company but a secondment agreement with the sending employing company and the hosting company defines the conditions for carrying out the apprentice's mobility period.</p> <p>The Italian work contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Finland.</p> <p><u>If an apprentice is not an EU citizen</u>, he/she can come to Finland if his/her stay in the partner country is legal.</p>



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<p>Sending company</p>	<p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period.</p> <p>The sending company continues to pay wages to the apprentice during the mobility</p>
<p>Hosting company</p>	<p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period.</p> <p>In the hosting company, a tutor must be appointed to follow the apprentice. The Italian employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Finland.</p>
<p>Sending institution</p>	<p>The sending VET school must have included the mobility period in the overall training program of the apprentice. It must ensure that this mobility is compatible with the training objective of the apprentice. In the case of TRAPP, UNISER plays the role of the sending institution, who agrees with an Italian sending school the training contents of the mobility.</p>
<p>Hosting institution</p>	<p>No obligations, it plays a role of facilitator between all the parties involved in the mobility in the hosting country.</p>

Table 1.8: An Italian apprentice going to a German company

General context	<p>The legal definition of apprenticeship in Italy is ‘an employment contract for an indefinite period aimed at the training and employment of young people. It is an open-ended subordinated employment contract aimed at the achievement of an educational qualification and/or an occupational qualification depending on the type of apprenticeship through the combination of work-based learning and education delivered by an accredited training institution.</p> <p>Apprentices enjoy the rights and benefits of standard employees, as regulated by the workers’ statute, following the national collective labour agreement applied in the company they are placed in.</p> <p>Apprentice’s wage during formal internal training is 10% of the regular pay and null for external training hours.</p> <p>There are three types of apprenticeship in Italy:</p> <ul style="list-style-type: none"> ✓ Type 1: Apprenticeship for Vocational Qualification and Diploma, Upper Secondary Education Diploma and High Technical Specialization Certificate. ✓ Type 2: Professional apprenticeship. ✓ Type 3: Higher Training/Education and Research apprenticeship <p>In the Type 1, training paths range between 6 months and 3 or 4 years.</p>

	<p>Temporary sending off an apprentice abroad during his/her training is possible. This secondment must be included in the apprentice's training course and a tutor must be appointed to follow the apprentice. The duration must be limited and contained into the duration of the apprenticeship.</p>
<p>Apprentice</p>	<p>The apprentice must be registered with the competent authority in Germany. If the apprentice is moving into an apartment or a house, for less than 3 months, there is no obligation to notify the registration authority. (Registration authority = Einwohnermeldeamt).</p> <p><u>If an apprentice is not an EU citizen</u>, he/she must be allowed to work in Germany. If he/she is not a national of an EU state, he/she will usually require a visa for their internship in Germany. Besides an offer for an internship with a company in Germany, he/she will also need the approval of the Federal Employment Agency. The employer (from the hosting company) should apply for this on the apprentice's behalf as quickly as possible. If the apprentice has documents proving both, he/she should apply for a visa to the competent embassy or consulate before travelling to Germany. The internship may not last more than twelve months and can only be extended in exceptional cases.</p> <p>Some internships do not require the agreement of the Federal Employment Agency. These include internships under EU-funded programmes (ex. Erasmus+).</p> <p>If the person is sent to Germany from a European company or a country with a social security agreement with Germany, the social security guidelines of the home country (i.e., the country in which the sending company is located) continue to apply to the person.</p> <p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period.</p> <p>The Italian employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Germany.</p>



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Sending company	<p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period.</p> <p>The employing company continues to pay wages to the apprentice during the mobility.</p>
Hosting company	<p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period.</p> <p>In the hosting company, a tutor must be appointed to follow the apprentice. The Italian employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Germany.</p> <p>While in Germany, the legal framework of the Italian apprentices foresees the following:</p> <ul style="list-style-type: none"> • same working time as the other employees (8 hours + a lunch hour/day) • If the internship lasts longer than 90 days, the minimum wage must be applied. • Learning agreement with a list of the learning objectives (signed by the apprentice, the hosting company, and the sending institution) <p>Designation of a work supervisor, responsible for the guidance and evaluation together with a vocational teacher from the sending training centre and the student at the end of the training period.</p> <p>If the person is sent to Germany from a European company or a country with a social security agreement with Germany, the social security guidelines of the home country (i.e., the country in which the sending company is located) continue to apply to the person.</p>
Sending institution	<p>The sending VET school must have included the mobility period in the overall training program of the apprentice. It must ensure that this mobility is compatible with the training objective of the apprentice. In the case of TRAPP, UNISER plays the role of the sending institution, who agrees with an Italian sending school the training contents of the mobility.</p>



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Hosting institution	In the framework of TRAPP, no hosting VET school was involved from the German side. BWHW plays the role of an “intermediary organisation” supporting the organization of the mobility. It ensures the quality of the internship and relates with the company tutor in the hosting company.
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Table 1.9: An Italian apprentice going to a French company

General context	<p>The legal definition of apprenticeship in Italy is ‘an employment contract for an indefinite period aimed at the training and employment of young people. It is an open-ended subordinated employment contract aimed at the achievement of an educational qualification and/or an occupational qualification depending on the type of apprenticeship through the combination of work-based learning and education delivered by an accredited training institution.</p> <p>Apprentices enjoy the rights and benefits of standard employees, as regulated by the workers’ statute, following the national collective labour agreement applied in the company they are placed in.</p> <p>Apprentice’s wage during formal internal training is 10% of the regular pay and null for external training hours.</p> <p>There are three types of apprenticeship in Italy:</p> <ul style="list-style-type: none"> ✓ Type 1: Apprenticeship for Vocational Qualification and Diploma, Upper Secondary Education Diploma and High Technical Specialization Certificate. ✓ Type 2: Professional apprenticeship. ✓ Type 3: Higher Training/Education and Research apprenticeship <p>In the Type 1, training paths range between 6 months and 3 or 4 years.</p>

	<p>Temporary sending off an apprentice abroad during his/her training is possible. This secondment must be included in the apprentice's training course and a tutor must be appointed to follow the apprentice. The duration must be limited and contained into the duration of the apprenticeship.</p>
Apprentice	<p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period.</p> <p>The Italian employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in France.</p> <p><u>If an apprentice is not a European Citizen</u> and his/her training agreement is validated, he/she must go to a French consulate to have a « visa » for a short stay (less than 3 months) or for a long stay (3 months and more).</p>
Sending company	<p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period..</p> <p>The sending company continues to pay wages to the apprentice during mobility.</p>
Hosting company	<p>The apprentice remains an employee of the Italian sending company. They both sign a secondment agreement with the hosting company. This document defines the conditions for carrying out the apprentice's mobility period.</p> <p>In the hosting company, a tutor must be appointed to follow the apprentice. The Italian employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in France.</p> <p><u>If an apprentice is not a European Citizen</u>, the hosting company must send the secondment agreement to the French administration (Prefect) at least one month before the beginning of the mobility.</p>



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	<p>The French administration must decide to validate or not the secondment agreement in the next 15 days. The hosting company, the apprentice and the training centre are informed:</p> <p>If the secondment agreement is validated, the apprentice must go to a French consulate to have a « visa » for a short stay (less than 3 months) or a long stay (3 months and more).</p> <p>If the secondment agreement is not validated, the apprentice will not be able to come to France.</p>
<p>Sending institution</p>	<p>The sending VET school must have included the mobility period in the overall training program of the apprentice. It must ensure that this mobility is compatible with the training objective of the apprentice. In the case of TRAPP, UNISER plays the role of the sending institution, who agrees with an Italian sending school the training contents of the mobility.</p>
<p>Hosting institution</p>	<p>The hosting institution must support the hosting company, the apprentice, and the sending institution for administrative procedures. The hosting institution checks the conformity of the Italian employment contract with the requirements of the French regulations. In the framework of TRAPP, the hosting institution is SEPR, a VET school.</p>

Table 1.10: A German apprentice going to a French company

<p>General context</p>	<p>The apprentice has the status of a learning employee. He/she is therefore employed, but his/her status indicates that he/she is still in training.</p> <p>The remuneration is staggered according to apprenticeship years and increases each year. The salary depends on the profession and the apprenticeship year. There is a legal minimum and maximum. It is up to the company to decide about the exact sum within this framework.</p> <p>The legal working hours are 8 hours a day, 40 hours a week. VET school hours are normally counted as working hours.</p> <p>The social insurance for apprentices hardly differs from the social insurance for other employed persons. They also pay contributions to health insurance, pension insurance, unemployment insurance, long-term care insurance and accident insurance and can take advantage of these benefits.</p> <p>According to the Vocational Training Act, internships abroad are possible up to a maximum duration of one quarter of the whole vocational training. In the case of a three-year training, the internship can last up to nine months. No leave may be taken for this period and the training allowance must continue to be paid. It is recognised as part of the training at a different learning location. This means that all social benefits continue to run normally. The responsible chamber should always be informed about an internship abroad. The internship abroad must be reported to the competent chamber. From an internship duration of more than eight weeks, a training plan must be coordinated with the training advisory service. (§ 76 Abs. 3 BBiG)</p>



<p>Apprentice</p>	<p>The apprentice remains an employee of the German company. The signature of a secondment agreement with the sending company and the hosting company to define the conditions for carrying out the apprentice's mobility period is not mandatory</p> <p>The training allowance must continue to be paid. It is recognised as part of the training at a different learning location. This means that all social benefits continue to run normally.</p> <p>The German employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in France.</p> <p><u>If an apprentice is not a European Citizen</u> and his/her training agreement is validated, he/she must go to a French consulate to have a “visa” for a short stay (less than 3 months) or a long stay (3 months and more).</p>
<p>Sending company</p>	<p>The sending company who employs the German apprentice must inform the competent chamber about the mobility abroad. From an internship duration of more than eight weeks, a training plan must be coordinated with the training advisory service. (§ 76 Abs. 3 BBiG).</p> <p>The signature of a secondment agreement between the sending company and the hosting company is not compulsory and not very common.</p> <p>The German employer must continue to pay wages to his/her apprentice during the mobility and provide the A1 form, issued by the social security institution in which the sending company is registered in its home country.</p> <p>He must also inform the professional association (Berufsgenossenschaft) to be able to be reimbursed in case of occupational accidents (berufliche Unfallversicherung).</p>
<p>Hosting company</p>	<p>The apprentice remains an employee of the German company.</p>



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	<p>In the hosting company, a tutor must be appointed to follow the apprentice. The German employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in France.</p> <p><u>If an apprentice is not a European Citizen</u>, the hosting company must send the secondment agreement to the French administration (Prefect) at least one month before the beginning of the secondment.</p> <p>The French administration must decide to validate or not the secondment agreement in the next 15 days. The hosting company, the apprentice, and the training centre are informed:</p> <p>If the secondment agreement is validated, the apprentice must go to a French consulate to have a « visa » for a short stay (less than 3 months) or a long stay (3 months and more).</p> <p>If the secondment agreement is not validated, the apprentice will not be able to come to France.</p>
<p>Sending institution</p>	<p>The missed hours at the sending VET school must be made up by the apprentice independently. The German VET school or the responsible teacher regulates what proof the apprentice must provide. In the framework of TRAPP, BWHW acts as an intermediate organization: it deals with the administrative requirements related to the mobility grant and facilitates the relations between all the actors involved in the mobility.</p>
<p>Hosting Institution</p>	<p>The hosting institution (VET school or supporting organization) must support the company, the apprentice, and the sending institution for administrative procedures. It checks the conformity of the German employment contract with the requirements of the French regulations. In the case of TRAPP, this role was mainly ensured by SEPR.</p>

Table 1.11: A German apprentice going to a Finnish company

<p>General context</p>	<p>The apprentice has the status of a learning employee. He/she is therefore employed, but his/her status indicates that he/she is still in training.</p> <p>The remuneration is staggered according to apprenticeship years and increases each year. The salary depends on the profession and the apprenticeship year. There is a legal minimum and maximum. It is up to the company to decide about the exact sum within this framework.</p> <p>The legal working hours are 8 hours a day, 40 hours a week. VET school hours are normally counted as working hours.</p> <p>The social insurance for apprentices hardly differs from the social insurance for other employed persons. They also pay contributions to health insurance, pension insurance, unemployment insurance, long-term care insurance and accident insurance and can take advantage of these benefits.</p> <p>According to the Vocational Training Act, internships abroad are possible up to a maximum duration of one quarter of the whole vocational training. In the case of a three-year training, the internship can last up to nine months. No leave may be taken for this period and the training allowance must continue to be paid. It is recognised as part of the training at a different learning location. This means that all social benefits continue to run normally. The responsible chamber should always be informed about an internship abroad. The internship abroad must be reported to the competent chamber. From an internship duration of more than eight weeks, a training plan must be coordinated with the training advisory service. (§ 76 Abs. 3 BBiG)</p>



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Apprentice	<p>The apprentice remains an employee of the German company. The signature of a secondment agreement with the sending company and the hosting company to define the conditions for carrying out the apprentice's mobility period is not compulsory and not usually adopted.</p> <p>The training allowance must continue to be paid. It is recognised as part of the training at a different learning location. This means that all social benefits continue to run normally.</p> <p>The German employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Finland.</p> <p>The missed hours at the sending VET school must be made up by the apprentice independently.</p> <p>If the apprentice is a citizen of an EU Member State, a Nordic country, Liechtenstein or Switzerland, there is no need for a residence permit to stay in Finland. Staying and working in Finland is possible freely up to three months. The apprentice must have a valid identity card or passport.</p> <p>However, for longer staying (more than three month), it is compulsory to register the residence at the Finnish Immigration Service.</p>
Sending company	<p>The employing company must inform the competent chamber about a mobility abroad of its apprentice. From an internship duration of more than eight weeks, a training plan must be coordinated with the training advisory service. (§ 76 Abs. 3 BBiG).</p> <p>The signature of a secondment agreement between the sending employing company is optional and not usually adopted.</p> <p>The employer must continue to pay wages to his/her apprentice during the mobility and provide the A1 form, issued by the social security institution in which the sending company is registered in its home country.</p> <p>He/she must also inform the professional association (Berufsgenossenschaft) to be able to be reimbursed in case of occupational accidents (berufliche Unfallversicherung).</p>



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Hosting company	<p>The apprentice remains an employee of the German company. The signature of a secondment agreement with the sending company and the hosting company is quite unusual and not compulsory.</p> <p>In the hosting company, a tutor must be appointed to follow the apprentice. The German employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Finland.</p>
Sending institution	<p>The missed hours at the sending VET school must be made up by the apprentice independently. The German VET school or the responsible teacher regulates what proof the apprentice must provide. In the framework of TRAPP, BWHW acts as an intermediate organization: it deals with the administrative requirements related to the mobility grant and facilitates the relations between all the actors involved in the mobility. BWHW also provided and signed the grant agreement with the apprentice.</p>
Hosting institution	<p>The hosting institution (VET school or supporting organization) must support the company, the apprentice, and the sending institution for administrative procedures. In the case of TRAPP, as no mobility was planned between German and Finland, OMNIA had no obligations.</p>

Table 1.12: A German apprentice going to an Italian company

<p>General context</p>	<p>The apprentice has the status of a learning employee. He/she is therefore employed, but his/her status indicates that he/she is still in training.</p> <p>The remuneration is staggered according to apprenticeship years and increases each year. The salary depends on the profession and the apprenticeship year. There is a legal minimum and maximum. It is up to the company to decide about the exact sum within this framework.</p> <p>The legal working hours are 8 hours a day, 40 hours a week. VET school hours are normally counted as working hours.</p> <p>The social insurance for apprentices hardly differs from the social insurance for other employed persons. They also pay contributions to health insurance, pension insurance, unemployment insurance, long-term care insurance and accident insurance and can take advantage of these benefits.</p> <p>According to the Vocational Training Act, internships abroad are possible up to a maximum duration of one quarter of the whole vocational training. In the case of a three-year training, the internship can last up to nine months. No leave may be taken for this period and the training allowance must continue to be paid. It is recognised as part of the training at a different learning location. This means that all social benefits continue to run normally. The responsible chamber should always be informed about an internship abroad. The internship abroad must be reported to the competent chamber. From an internship duration of more than eight weeks, a training plan must be coordinated with the training advisory service. (§ 76 Abs. 3 BBiG)</p>



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<p>Apprentice</p>	<p>The apprentice remains an employee of the German company. The signature of secondment agreement with the sending company and the hosting company to define the conditions for carrying out the apprentice's mobility period is not compulsory and not usually adopted.</p> <p>The training allowance must continue to be paid. It is recognised as part of the training at a different learning location. This means that all social benefits continue to run normally.</p> <p>The German employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Italy.</p> <p>If an apprentice is not an EU citizen, he/she can come to Italy if his/her stay in the partner country is legal.</p> <p>EU nationals who wish to stay in Italy for a period exceeding three months should be registered to the Anagrafe (Birth register office) of the municipality of their residence.</p> <p>The following documents must be included with their application:</p> <p>if they are employed or self-employed: evidence of their activity</p> <p>if they are studying, training, or staying for reasons other than work: proof of maintenance, calculated according to the Italian minimum annual social security allowance in relation to the number of dependent family members (a self-certification is accepted); proof of sickness insurance to cover health care costs; evidence of your university courses (only if they are studying)</p> <p>They will receive a receipt certifying that they have applied for a registration to Anagrafe.</p>
<p>Sending company</p>	<p>The employing company must inform the competent chamber about a mobility abroad of its apprentice. From an internship duration of more than eight weeks, a training plan must be coordinated with the training advisory service. (§ 76 Abs. 3 BBiG)</p> <p>The signature of a secondment agreement with the sending company and the hosting company is quite unusual and not compulsory.</p>

	<p>The employer must continue to pay wages to his/her apprentice during the mobility and provide the A1 form, issued by the social security institution in which the sending company is registered in its home country.</p> <p>He must also inform the professional association (Berufsgenossenschaft) to be able to be reimbursed in case of occupational accidents (berufliche Unfallversicherung).</p>
<p>Hosting company</p>	<p>The apprentice remains an employee of the German company. The signature of a secondment agreement with the sending company and the hosting company is quite unusual and not compulsory.</p> <p>In the hosting company, a tutor must be appointed to follow the apprentice. The German employment contract is applied (welfare, working hours...) unless this regulation is incompatible with the rules applicable in Italy.</p> <p>The Italian hosting company must verify if the sending institution is able to guarantee the appropriate insurance for on-the-job injuries or third-party liability, otherwise, the Italian hosting company will have to provide for such coverage.</p> <p>The provisions laid down by the Italian legislation on health and safety in the workplace apply.</p> <p>For EU citizens who attend a school/university in an EU country and who apply for a curricular traineeship at an Italian company, it is possible to activate the traineeship following the rules of the country of origin where the sending VET school is located, as well as the procedures foreseen by that country, including the administrative documents, the agreements between students, sending institution and company as well as the forms for evaluating the internship.</p>
<p>Sending institution</p>	<p>The missed hours at the sending VET school must be made up by the apprentice independently. The German VET school or the responsible teacher regulates what proof the apprentice must provide. In the framework of TRAPP, BWHW acts as an intermediate organization: it deals with the administrative requirements related to the mobility grant and facilitates the relations between all the actors involved in the mobility. BWHW also provided and signed the grant agreement with the apprentice.</p>



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Hosting institution	The hosting institution (VET school or supporting organization) must support the company, the apprentice, and the sending institution for administrative procedures. In the case of TRAPP, as no mobility was planned between German and Italy, UNISER had no obligations.
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Section 2: The legal agreements

Once gathered the information about national regulations and administrative and legal issues to consider for the international mobility, it is necessary to define simply and clearly the legal terms under which the mobility will take place.

These legal terms are defined and assembled in a set of agreements signed between the stakeholders involved in the mobility. The agreements will allow to ensure the legal and juridical conditions of the mobility, in accordance with the national and/or regional regulations of the participating organisations. They can include information regarding the duration of the mobility, information about the apprentice's pay when he/she is abroad, information about social security, work incidents, etc.

The project's experience showed us that there are a few documents which are very similar. However, they may be labelled in very different ways, according to the different country or partner's habits. Thus, we decided to define a glossary with a description of the agreements signed during the TRAPP mobility experience ([Annex 1](#)).

Focus: the impact of the evolution of the French national regulation concerning the international mobilities for apprentices

At the end of 2018, the French government decided to modify the legal framework in which the French apprentices evolve and to adopt a new law entitled "Law for the freedom to choose one's professional future" (i.e., in French "*Loi pour la liberté de choisir son avenir professionnel*")¹.

One of the objectives with this law was to encourage the mobility of French apprentices by facilitating and securing their exchange in another country. To do so, this law differentiates the regulations in force for a mobility of 4 weeks or less and for a mobility of more than 4 weeks. Thus, as detailed in [Section 1](#):

- ⇒ When an apprentice does a mobility of 4 weeks or less, he/she remains an employee of his/her French company and the French employer remains subject to the obligations that results from the signature of the original apprenticeship contract (including the terms and conditions regarding remuneration, social security charges...). Moreover, a **secondment agreement** (or in French "*Convention de mise à disposition*") defining the conditions for carrying out the apprentice's mobility period must be signed between the sending training center/organization, the French company, the hosting company, and training center/organization.
- ⇒ When an apprentice does a mobility of more than 4 weeks in another European country, his/her apprenticeship contract with his/her French employer is maintained during the mobility period but several aspects of the French regulations will no longer apply, in favor of the regulations applicable in the hosting country. The status of the apprentice will be the one given by the regulations in the hosting country and the hosting company will be responsible for the application of the regulations abroad (regarding the working time, weekly rest, public holidays, health and safety rules, remuneration...). The apprentice will

also be subject to the social security of the hosting country (except when the apprentice does not have a status of employee in the hosting country – in this case, his/her social security coverage will be governed by the French rules). Finally, a **French Mobility Agreement**, which is an agreement for the “suspension” of the employment contract of the French apprentice (or in French “*Convention pour la mise en veille du contrat d’apprentissage*”), must be signed between the apprentice, the French training center, the French employer, the hosting employer, and the hosting training center/organization called.

According to this law, **the organization of a mobility of more than 4 weeks supposes that the hosting country must be able to offer a local legal system which allows the French apprentice to be temporarily welcomed in the hosting country.**

During the implementation of the TRAPP project, the partners observed that the national regulation was easily applicable in the case of the mobility between France and Finland, as Finnish regulations make it possible to welcome a French apprentice for a long-term mobility, thanks to the establishment of an internship agreement with a local Finnish company and the preservation of the apprenticeship status of the French student in Finland.

However, the national regulations in force in some other European countries might not always be adapted to easily apply the French law. While organizing the TRAPP pilot mobility between France and Germany, the partnership observed that the German regulations do not provide any legal framework allowing to welcome temporarily a French apprentice whose contract with his/her French employer is on hold, except through the intermediary of the apprentice being hired by the German company. The latter is an expensive procedure, which would have discouraged the implementation of the mobility.

The partnership explored different solutions to secure both the French apprentice and the German hosting company: first, it questioned Pôle Emploi, an operator of the public employment service, on the possibility to adopt a national tool, the PMSMP (or in French “*Période de Mise en Situation Professionnelle*”²). Pôle Emploi indicated that it was not possible to use this tool because it did not seem suitable within the framework of an apprenticeship contract and for a mobility of more than 4 weeks. Secondly, we took contact with key stakeholders, such as Euro App Mobility¹, to raise the issue at political level.

In the end, considering the framework of TRAPP experience, the partnership has decided to send the French apprentice to Germany in the context of a non-profit labor loan provided in the Article L.8241-2 of the French Labor Code³.

This article provides that the loan of non-profit labor requires:

1. The agreement of the employee concerned (in TRAPP case, the apprentice).

² This tool was developed by the French Ministry of Labor. See more details at the following link: https://travail-emploi.gouv.fr/IMG/pdf/q-r_pmsmp_n4_15122016.pdf

³ https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000036262964

2. A secondment agreement (also known as “*Contrat de mise à disposition*”) between the sending company, known as the lending company, and the hosting company, known as the user company. The secondment agreement defines the duration of the loan and mentions the identity and qualification of the employee (apprentice) concerned, as well as the method to fix salaries, social charges and professional fees that will be billed to the used company by the lending company.
3. An amendment to the employment contract (in TRAPP case, the apprenticeship contract), signed by the employee (the apprentice), specifying the work entrusted to the used company, the hours, and the place of performance of the work, as well as the specific characteristics of the workstation.

We have therefore formalized a French Secondment Agreement respecting these elements and acting as an amendment to the apprenticeship contract.

The decision has been taken taking into consideration that:

- From the legal point of view, the apprentice contract is a specific form of contract which regulates the relationship between the employer (the sending company) and the employee (the apprentice). As the secondment agreement is applied to employees who experience a mobility abroad, the secondment agreement is applied to the original apprenticeship contract for the case of apprentices who experience a mobility abroad.
- The German enterprise would have neither accepted to employ the French apprentice for the period of the mobility nor without a legal status clearly defined.

This solution is less advantageous for the French company (which continues to pay the apprentice during the time of the mobility) but makes it possible to secure the situation of the German company and of the apprentice, who will keep the status of a French employee.

Moreover, this solution is not completely satisfactory and adapted to the mobility of apprentices for whom specific regulations exist. It would therefore be preferable to change the regulations specific to the mobility of apprentices to respond to situations where the hosting country cannot grant legal status to a young person on a mobility.

Our recommendation would therefore be to leave the choice to the parties involved to use the French Mobility Agreement (or in French “*Convention pour la mise en veille du contrat d’apprentissage*”) - resulting in the temporary suspension of the contractual link between the apprentice and his/her employer - or the French Secondment Agreement - allowing the contractual link to be maintained between the apprentice and the French employer.

Resume of the agreements to be signed according to the French regulations for the international mobility of French apprentices in another European country

<i>Duration of the mobility</i>	<i>Agreement to be signed</i>	<i>Resources</i>
Mobility of 4 weeks or less	French Secondment Agreement	– Tables available on Section 1 named:

		<ul style="list-style-type: none"> ○ A French apprentice going to a German company ○ A French apprentice going to an Italian company ○ OR A French apprentice going to a Finish company <p>– Template available in IO1 Toolkit.</p>
Mobility of more than 4 weeks	French mobility agreement	<p>– Tables available on Section 1 named:</p> <ul style="list-style-type: none"> ○ A French apprentice going to a German company ○ A French apprentice going to an Italian company ○ OR A French apprentice going to a Finish company <p>– Template available in IO1 Toolkit.</p>

The legal agreements of the TRAPP experience

During TRAPP project, the partners worked on the organization of 2 international mobilities for students and apprentices in the hairdressing sector, between France and Finland and between Italy and Germany, and 2 international mobilities in the car mechanic sector, between France and Germany and between Italy and Finland.

Thus, 8 international mobilities of more than 4 weeks were planned in total, and for each of them, the partners prepared the agreements in accordance with the national regulations of the countries involved⁴.

They are presented in the table below. The templates of the legal agreements are available in the Toolkit attached to this guide.

⁴ Unfortunately, the project implementation has been massively affected by the exceptional situation created by the COVID-19 pandemics and its impacts. Despite the efforts, only 5 international mobilities took place before the end of the project.

Table 2.1: Legal agreements prepared for TRAPP international mobilities

International mobility	Sending partner	Legal agreement		Comments
		What	Signatures	
Hairdressing from France to Finland	France/SEPR	French mobility agreement	French apprentice French company Finnish company	Before the signature of the traineeship agreement, the VET school sends its draft version to the OPCO of the French employer, together with a request to cover the costs generated by the mobility outside the apprentice's national territory in application of the French law (3° du II de l'article L. 6332-14). The OPCO statues on the financial support and it informs the ministry in charge of vocational training of the agreements received as well as of any modifications made to them. As soon as it is concluded, the agreement is sent by the VET school to the employer's skills operator in France.
		OMNIA training agreement	French apprentice Finnish company Hosting school (OMNIA)	
		Grant Agreement	French apprentice Sending school (SEPR)	
		Learning Agreement + General Conditions and Erasmus + VET Quality Commitment	French apprentice Sending school (SEPR) Finnish company	
		Authorization to leave the country (for underage apprentices)	Apprentice's legal representatives	



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		https://www.service-public.fr/simulateur/calcul/15646-01		
Car mechanics from France to Germany	France/SEPR	French secondment agreement	French apprentice French company German company	-
		Grant Agreement	French apprentice Sending school (SEPR)	
		Learning Agreement + General Conditions and Erasmus + VET Quality Commitment	French apprentice Sending school (SEPR) German company	
		<i>Because the apprentice is underage</i> Authorization to leave the country https://www.service-public.fr/simulateur/calcul/15646-01	Apprentice's legal representatives	
Hairdressing from Finland to France	Finland/OMNIA	OMNIA training agreement	Finnish apprentice Sending school (OMNIA) French company	French company tutors: if the mobility is longer than 2 months, the French company tutor is compelled to pay the apprentice a monthly remuneration of EUR 591 (More info and source: https://www.service-public.fr/professionnels-entreprises/vosdroits/F32131)
		OMNIA Grant Agreement	Finnish apprentice Sending school (OMNIA)	



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Car mechanics from Finland to Italy	Finland/OMNIA	OMNIA training agreement	Finnish apprentice Sending school (OMNIA) Italian company	-
		OMNIA Grant Agreement	Finnish apprentice Sending school (OMNIA)	
Hairdressing from Italy to Germany	Italy/UNISER	UNISER secondment agreement	Italian company Italian apprentice Hosting company	-
		UNISER mobility agreement	Italian apprentice Sending organization (UNISER)	-
Car mechanics from Italy to Finland	Italy/UNISER	UNISER secondment agreement	Italian company Italian apprentice Finnish company	-
		UNISER mobility agreement	Italian apprentice Sending organization (UNISER)	-
Car mechanics from Germany to France	Germany/BWHW	BWHW secondment agreement (optional)	German apprentice German company French company	-
		Grant Agreement	German apprentice	



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			Sending organization (BWHW)	
		Learning Agreement + General Conditions and Erasmus + VET Quality Commitment	German apprentice Sending organization (BWHW) French company	
Hairdressing from Germany to Italy	Germany/BWHW	BWHW secondment agreement (optional)	German apprentice Sending organization (BWHW)	-
		Grant Agreement	German apprentice Sending organization (BWHW)	
		Learning Agreement + General Conditions and Erasmus + VET Quality Commitment	German apprentice Sending organization (BWHW) French company	



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Table 2.2: Social security issues

The table below presents a resume of the formalities taken regarding social security issues for each mobility:

TRAPP international mobilities	Sending partner	EU Apprentices	Sending in-company tutors	VET Provider/VET school
Hairdressing from France to Finland	France/SEPR	European Health Insurance Card	-	The contribution for work accidents/professional illness is due by the VET school in France (CFA). The VET school must accompany the apprentice and its "in company tutor" in drafting and sending the letters to the public French health insurance.
Car mechanics from France to Germany	France/SEPR	European Health Insurance Card	A1 form*	-
Hairdressing from Finland to France	Finland/OMNIA	European Health Insurance Card	-	-
Car mechanics from Finland to Italy	Finland/OMNIA	European Health Insurance Card	-	-
Hairdressing from Italy to Germany	Italy/UNISER	European Health Insurance Card	A1 form*	-
Car mechanics from Italy to Finland	Italy/UNISER	European Health Insurance Card	A1 form*	-
Car mechanics from Germany to France	Germany/BWHW	European Health Insurance Card	A1 form*	BWHW provides an insurance package including the repatriation insurance and the Civil Liability



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			Work Accident Insurance ⁵	at work insurance. Other sending institutions might not offer such a package, so the apprentice has to take care of it. ⁶
Hairdressing from Germany to Italy	Germany/BWHW	European Health Insurance Card	A1 form* Work Accident Insurance	BWHW provides an insurance package including the repatriation insurance and the Civil Liability at work insurance. Other sending institutions might not offer such a package, so the apprentice has to take care of it.

[*A1 contact points in the EU](#)

⁵ Applied during TRAPP experiences

⁶ Applied during TRAPP experiences



The specificities from TRAPP experience: additional difficulties related to COVID-19

During the time of the project, TRAPP project partners encountered several obstacles and external constraints that had a direct effect on the administrative and legal framework of the apprentices' mobilities, which forced the partnership to show adaptability and flexibility in the organization of the international mobilities. The evolution of the French national system, for instance, is one example.

In addition, the organization of the pilot mobilities was challenged by the impact of the health crisis of COVID-19 on all partners' countries. Consequently, during the project implementation each country has adopted new legal constraints and obligations related to the pandemic crisis, for the organization of travels and international mobilities. The exceptional health situation linked to the pandemic has also led organizations to adopt some specific rules internally which, in some cases, affected the mobility of students, apprentices and staff. OMNIA, for instance, suspended and entry international mobility (inbound and outbound) for more than one year.

To be aware of the potential entry requirements or restrictions imposed by each country related to medical obligations for example, the partnership prepared a table with their national and/or regional specificities that was updated on a regular basis. The template of the table is presented in ANNEX 3 and can be used as a model when there is a need to consider potential health constraints.

Conclusions

TRAPP project has enabled us to confirm that a particular attention must be paid by the mobility promoters to the aspects related to the legal framework and social protection of apprentices during a long-term mobility. Indeed, the legal status of the young people who are recognized as apprentices in each Member State differs from one country to another. And, even having an almost similar status for the apprentices between two countries, as it is the case between France and Germany, does not protect against legal “obstacles”.

This work has enabled us to observe the quite marked differences between the different countries in their approach to the legal framework of the mobility of apprentices. All countries encourage mobility and there is no national legal framework preventing this type of experience from being carried out. However, if we focus only on the mobility studied within the framework of TRAPP project – and thus on the regulations of the participating countries in this project – there is a very clear difference between France, which regulates the mobility of apprentices very precisely, and the other countries, Germany, Finland, and Italy, which allow mobility, but which require a much simpler formalism. Thus, for some countries, the ERASMUS+ agreements can be considered sufficient.

Regarding the aspects related to social protection and the maintenance of social coverage for the young people during the time of a mobility, the framework seems better established as we have European regulatory texts n°883/2004 and 987/2009 which aim to facilitate the free movement of people by avoiding a loss of rights when traveling Europe. These texts are reflected in national regulations in a similar fashion from one state to another with a common rights maintenance for (A1 form⁷) and a European health insurance card. However, the procedure may differ from one state to another, but here as well, some contact points and information resource exist. Nevertheless, despite this shared framework, we have noticed that the training organizations which implement mobility do not always master these regulatory aspects.

Also, it seems essential to us that any project with the objective of achieving long-term mobility for apprentices benefits from legal expertise prior to the departure of young people in order to clearly identify the legal requirements of each mobility situation. It is not possible in the current state of the regulations to model a common legal framework that would guarantee that each mobility project takes place in compliance with the regulations of the hosting country and the sending country. A case-by-case study is necessary, depending on the country, on the public concerned, and on the type of mobility considered.

It appears important to make project leaders aware of this need, which will ultimately provide security for young people, businesses, and training organizations.

⁷ See Section 2 on Social security issues

ANNEX

Annex 1 – Glossary of the legal agreements

<p>French mobility agreement</p> <p>(also known as “<i>Convention pour la mise en veille du contrat d’apprentissage</i>” in French)</p>	<p>This document is specific for French apprentices going abroad for more than 4 weeks.</p> <p>It is a separate agreement established when the original apprenticeship contract is put on hold for the time of a mobility period.</p> <p>This agreement defines the working conditions of the apprentice in the hosting company in line with the legal and contractual provisions in force in the hosting country, in particular regarding health and safety at work, remuneration, working hours, weekly rest days and public holidays.</p> <p>A more exhaustive definition is provided in the IO1 guideline.</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: apprentice, legal representative for the sending and hosting companies • Optional: sending and hosting institutions (highly recommended for sending VET schools)
<p>French secondment agreement</p> <p>(also known as “<i>Contrat de mise à disposition</i>” in French)</p>	<p>This document is specific for French apprentices going abroad for 4 weeks or less. It is a secondment agreement to the original apprenticeship contract, defining the conditions for carrying out the apprentice’s mobility period.</p> <p>A more exhaustive definition is provided in the IO1 guideline.</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: apprentice, legal representative for the sending and hosting companies • Optional: sending and hosting institutions (highly recommended for sending VET schools)
<p>OMNIA training agreement</p>	<p>It is a document that defines the general framework of the mobility period. It includes, amongst other information, the Learning Agreement, with the description of the learning outcomes and assessment grid and the Erasmus+ VET Mobility Quality Commitment.</p> <p>Signatures</p>

	<ul style="list-style-type: none"> • Compulsory: apprentice/student, the legal representative of OMNIA and the one for the hosting company
<p>UNISER secondment agreement</p>	<p>This document is a secondment agreement to the original apprenticeship contract defining the conditions for carrying out the apprentice’s mobility period. It is a document that is specific for Italian apprentices going abroad. The template has been conceived by UNISER.</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: apprentice, legal representative for the sending and hosting companies
<p>Authorization to leave the country</p>	<p><i>Country of application during TRAPP project: FRANCE</i></p> <p>This document authorizes the apprentice to leave his/her country of origin to go abroad during the time of the mobility. It is specific for France. It is necessary when the apprentice is underage, and it is signed by the apprentice’s legal representative(s).</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the apprentice’s legal representative(s)
<p>Parental authorization to participate to the project</p>	<p><i>Country of application during TRAPP project: FRANCE</i></p> <p>Agreement authorizing the apprentice to take part in a mobility in the framework of the TRAPP project, signed by the apprentice’s legal representative(s).</p> <p>It is specific for France and it is necessary when the apprentice is underage.</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the apprentice’s legal representative(s)
<p>Grant agreement</p>	<p>Agreement defining the financial terms and conditions of the mobility and the management of the mobility grant. A template is usually provided by the Erasmus + Agencies.</p> <p>Based on the template provided by the Italian Erasmus+ Agency, UNISER has developed its own template, which is labelled “UNISER Mobility agreement”.</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the apprentice, the legal representative of the organization in charge of managing the Erasmus+ grant

<p>Learning Agreement, General Conditions and Erasmus + VET Quality Commitment</p>	<p>The learning agreement specifies the programme of the studies or of the traineeship to be followed abroad, the Learning Outcomes to be achieved by the apprentice during the mobility period (competences, skills, knowledge) and the assessment process. It precises as well the general conditions applicable during the time of the mobility and the quality commitment between the sending organization, the hosting organization, the apprentice and the intermediate organization (if applicable).</p> <p>A template is usually provided by the Erasmus + Agencies. The Learning Agreement, General Conditions and Erasmus + VET Quality Commitment and be found either on a separate document (as for SEPR and BWHW) or they can be added to different legal documents adopted by the partners (as for UNISER and OMNIA).</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the apprentice, the legal representative of the organization in charge of managing the Erasmus+ grant, the hosting company • The signature of the sending school may be added vary according to the templates adopted by the partners.
<p>Certificate of Attendance</p>	<p>Certificate delivered to validate the participation of the apprentice to a mobility activity. The template is usually provided by the Erasmus + agencies.</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the apprentice, the legal representative of the hosting organization
<p>The optional unit of mobility</p> <p>(also known as “MobilityPro Certificate” or “Attestation MobilitéPro” in French)</p>	<p><i>Country of application during TRAPP project: FRANCE</i></p> <p>It is a document specific for France.</p> <p>The UV Mobility (optional test) validates the skills acquired during an internship abroad during the preparation of the French diploma named “Bac Pro” and allows the acquisition of additional points for the diploma.</p> <p>If the successful candidate validates the Mobility UV and obtains his/her diploma, he/she will be issued a "MobilityPro" certificate.</p> <p>This document, attached to the diploma, certifies that the candidate has spent part of his or her training period abroad.</p> <p>A more exhaustive definition is provided in the IO1 guideline.</p>

	<p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the apprentice, the legal representative of the hosting company
<p>Register of working hours</p>	<p><i>Country of application during TRAPP project: ITALY and GERMANY (?)</i></p> <p>Document recognizing and validating the number of hours of the apprentice's internship abroad (during the time of the mobility).</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the apprentice, the legal representative of the hosting company
<p>EUROPASS Mobility</p>	<p>Official and personalized document for which the template is issued by the European Commission, which describes the skills developed during a mobility experience by an apprentice. It can include information on the roles and responsibilities covered abroad, as well as job-related skills, language skills, digital skills, organization and managerial skills, communication skills.</p> <p>Signatures</p> <ul style="list-style-type: none"> • Compulsory: the legal representative of the organization in charge of managing the Erasmus+ grant and the one of the hosting company
<p>A1 Form</p>	<p>Statement of applicable legislation, useful to prove the payment of social contributions in another EU country.</p> <p>The A1 form is issued by the social security institution in which the sending company is registered in its home country.</p>



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Annex 2 - Checklist of the legal documents to be signed

	When	What	Language recommended ⁸	Signed by	IOs	Check
C1 Hairdressing from France to Finland	Before the mobility	French mobility agreement	In French / English	French apprentice	IO1	<input type="checkbox"/>
				French company		<input type="checkbox"/>
				Finnish company		<input type="checkbox"/>
				<i>Optional: sending and hosting schools (SEPR and OMNIA)</i>		<input type="checkbox"/>
		OMNIA training agreement	In French	French apprentice		<input type="checkbox"/>
				Finnish company		<input type="checkbox"/>
				Hosting school (OMNIA)		<input type="checkbox"/>
			In English	French apprentice		<input type="checkbox"/>
				Finnish company		<input type="checkbox"/>
				Hosting school (OMNIA)		<input type="checkbox"/>
		Grant agreement	In French/ English	French apprentice		<input type="checkbox"/>
				Sending school (SEPR)		<input type="checkbox"/>
	In French/ English	French apprentice	IO3	<input type="checkbox"/>		
		Sending school (SEPR)	<input type="checkbox"/>			

⁸ The documents should be drafted in a language comprehensible by all the parties who will sign.



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C2 Car mechanics from France to Germany	Before the mobility	Learning Agreement + General Conditions and Erasmus + VET Quality Commitment		Finnish company		<input type="checkbox"/>
		A1 Form	In French	French company	IO1	<input type="checkbox"/>
		Authorization to leave the country (for underage apprentice) https://www.service-public.fr/simulateur/calcul/15646-01	In French	Apprentice's legal representatives		<input type="checkbox"/>
		French secondment agreement	In French/ English / German	French apprentice French company German company <i>Optional: sending school and hosting organization (SEPR and BWHW)</i>		IO1
	Grant agreement	In French/ English	French apprentice Sending school (SEPR)	<input type="checkbox"/>		
	Learning Agreement + General Conditions and Erasmus + VET Quality Commitment	In French/ English	French apprentice Sending school (SEPR) German company French company	IO3	<input type="checkbox"/>	
	A1 Form	In French	French company		<input type="checkbox"/>	
	<i>Because the apprentice is underage</i>	In French	Apprentice's legal representatives	IO1	<input type="checkbox"/>	



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		Authorization to leave the country https://www.service-public.fr/simulateur/calcul/15646-01					
C3 Hairdressing from Finland to France	Before the mobility	OMNIA training agreement	In English	Finnish apprentice	IO1/IO3	<input type="checkbox"/>	
				Sending school (OMNIA)		<input type="checkbox"/>	
				French company		<input type="checkbox"/>	
		OMNIA Grant agreement	In French	Finnish apprentice		<input type="checkbox"/>	
				Sending school (OMNIA)		<input type="checkbox"/>	
				French company		<input type="checkbox"/>	
OMNIA Grant agreement	In English	Finnish apprentice	IO1	<input type="checkbox"/>			
		Sending school (OMNIA)		<input type="checkbox"/>			
C4 Car mechanics from Finland to Italy	Before the mobility	OMNIA training agreement	In English	Finnish apprentice	IO1/IO3	<input type="checkbox"/>	
				Sending school (OMNIA)		<input type="checkbox"/>	
				Italian company		<input type="checkbox"/>	
		OMNIA Grant agreement	In English	Finnish apprentice		IO1	<input type="checkbox"/>
				Sending school (OMNIA)			<input type="checkbox"/>
C5 Hairdressing from Italy to Germany	Before the mobility	UNISER Secondment Agreement	In English	Italian apprentice	IO1	<input type="checkbox"/>	
				Italian company		<input type="checkbox"/>	
				German company		<input type="checkbox"/>	



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		UNISER Mobility Agreement	In English	Italian apprentice		<input type="checkbox"/>	
				Sending organization (UNISER)		<input type="checkbox"/>	
		Learning Agreement	In English	Italian apprentice		IO3	<input type="checkbox"/>
				Sending organization (UNISER)			<input type="checkbox"/>
German company	<input type="checkbox"/>						
Italian school	<input type="checkbox"/>						
A1 Form	In English	Italian company	IO1	<input type="checkbox"/>			
C6 Car mechanics from Italy to Finland	Before the mobility	UNISER Secondment Agreement	In English	Italian apprentice	IO1	<input type="checkbox"/>	
				Italian company		<input type="checkbox"/>	
				Finnish company		<input type="checkbox"/>	
		UNISER Mobility Agreement	In Italian	Italian apprentice		<input type="checkbox"/>	
				Sending organization (UNISER)		<input type="checkbox"/>	
		Learning Agreement	In English	Italian apprentice		IO3	<input type="checkbox"/>
				Sending organization (UNISER)	<input type="checkbox"/>		
				Finnish company	<input type="checkbox"/>		
		Italian school	<input type="checkbox"/>				
		A1 Form	In Italian	Italian company		<input type="checkbox"/>	
C7 Car mechanics from	Before the mobility	BWHW Secondment Agreement (optional)	In German / French	German apprentice	IO1	<input type="checkbox"/>	
				German company		<input type="checkbox"/>	



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Germany to France				French company		<input type="checkbox"/>
		Grant agreement	In German	German apprentice		<input type="checkbox"/>
				Sending organization (BWHW)		<input type="checkbox"/>
		Learning Agreement + General Conditions and Erasmus + VET Quality Commitment	In German / English / French	German apprentice	IO3	<input type="checkbox"/>
				Sending organization (BWHW)		<input type="checkbox"/>
				French company		<input type="checkbox"/>
		A1 Form	In English	German company	IO1	<input type="checkbox"/>
BWHW Insurance Agreement	In German	German apprentice	<input type="checkbox"/>			
C8 Hairdressing from Germany to Italy	Before the mobility	BWHW Secondment Agreement (optional)	In German/Italian	German apprentice	IO1	<input type="checkbox"/>
				German company		<input type="checkbox"/>
				Italian company		<input type="checkbox"/>
		Grant agreement	In German	German apprentice		<input type="checkbox"/>
				Sending organization (BWHW)		<input type="checkbox"/>
		Learning Agreement + General Conditions and Erasmus + VET Quality Commitment	In German / English	German apprentice	IO3	<input type="checkbox"/>
				Sending organization (BWHW)		<input type="checkbox"/>
Italian company	<input type="checkbox"/>					
A1 Form	In English	German company	IO1	<input type="checkbox"/>		
BWHW Insurance Agreement	In German	German apprentice		<input type="checkbox"/>		

Annex 3: Questionnaire on travelling and entry requirements related to the health situation in the country of destination

Country of destination	
Hosting Partner – Mobility organizer in the hosting country	
Date of the information	
Is it compulsory to be vaccinated to travel to your country? (YES/NO)	
If you are vaccinated, what kind of documents are accepted as proof of the vaccine? Is there a need to have them in English or translated in the language of the country of destination?	
If NOT vaccinated, is it still possible to enter in your country? (YES/NO)	
- What are the entry conditions to respect?	
- If there is a need, what kind of COVID-19 test(s) is accepted to enter in your country?	
- Is there a quarantine period to respect? (YES/NO) (if YES, please specify the duration)	
Please indicate a useful, official source of information that foreign individuals can consult before travelling to your country (preferably in English)	
Are there any restrictions (including lockdown measures) imposed in the country?	
Is there any specific requirement imposed by the hosting organization in relation to the health situation? if YES, please elaborate	
Is there any specific requirement imposed by the hosting training company in relation to the health situation? if YES, please elaborate	
Is there any specific requirement imposed by the hosting VET school in relation to the health situation? if YES, please elaborate (<i>this reply is needed only in case that foreign apprentice/student is invited to visit/enter the premises of the VET school in the country of destination</i>)	