

Arrangement

Between

The Government of the French Republic

And

The Government of Australia

Concerning the trainee exchange scheme

The Government of the French Republic

and

The Government of Australia

Hereinafter referred to as the 'Parties',

- . Desiring to promote closer cooperation between the two Parties;
- . Wishing to give young nationals from either Party the opportunity to undertake a traineeship in an enterprise of the other country in order to complete their training and improve their linguistic knowledge;
- . Recalling the terms of the arrangement concluded in 1984 between the government of the French Republic and the government of Australia relating to the situation of French nationals on voluntary corporate national service;

Hereby decide as follows:

CHAPTER I – PRELIMINARY PROVISIONS

1.1 The Parties mutually decide to establish a scheme for the exchange of trainees between the two countries.

1.2 The Arrangement does not amend in any way the application of laws, regulations, and accepted practices governing traineeships in either of the Parties, nor does it affect measures relating to the immigration, residence or employment of foreigners on the territory of either Party.

1.3 This Arrangement does not create rights or obligations in either domestic or international law between:

- The Government of Australia and the Government of France; or
- Agencies of those governments.

1.4 This Arrangement does not create any right or confer any benefit on any person, private or public.

2. The Arrangement applies to French or Australian nationals aged between 18 and 28 years inclusive who are sufficiently familiar with the language of their host country.

3. The present Arrangement applies to Australian nationals and also to French nationals participating in the French Volunteers in Enterprise (VIE) Program.

4.1 The number of new trainees admitted into the territory of the other Party will be limited to one hundred per year.

4.2 This quota will not include the number of trainees already present in the host country under this Arrangement.

4.3 This quota will not include trainees already present in the host country under any other arrangement at the time the present Arrangement entered into force.

4.4 Any modification to this quota for a given year may be decided by an exchange of letters between the competent authorities of the Parties, as designated at Paragraph 11.

CHAPTER II- TRAINEESHIP MODALITIES

5.1 Traineeships for both French and Australian nationals will:

- provide a structured training program allowing trainees to apply the theoretical knowledge they have acquired during their training;
- aim to provide trainees with the opportunity to accomplish tasks and take on responsibilities commensurate with the qualifications and competencies required to satisfactorily complete the course of study or training they are undertaking;
- involve objectives that allow for progressively more demanding learning outcomes;
- include mechanisms for the learning outcomes to be assessed.

5.2 French nationals referred to at Paragraph 3 will undertake their traineeships on condition they can produce an attestation by the competent French authority that has placed them with an enterprise in Australia.

5.3 Australian nationals will undertake their traineeships under a tripartite or quadripartite traineeship arrangement between the training institution, the host enterprise in France, and the trainee, and in the case of company employees coming to undergo their traineeship in France, the enterprise in Australia. The traineeship arrangement will specify the content of the training, how much time is to be devoted respectively to theory and practice as well as the terms of residence, accommodation and health and personal insurance cover in France.

6. The duration of traineeships will be that provided for by the various training programs. While it cannot be less than three months, it may vary from three to twelve months and may be extended one or more times provided it does not exceed twenty-four months in total.

7. Trainees terms and conditions of employment will be determined by the workplace law and practice of the host country to the extent that the laws of the host country apply.

8.1 Trainees must be insured against the risks of illness, pregnancy, disability, death, accident in the workplace, occupational illness and old age in accordance with the regulations applicable in the host country.

8.2 Trainees and their host enterprises may have to have civil liability insurance if this is a requirement of the laws and regulations applicable in the host country.

CHAPTER III - PROVISIONS RELATING TO IMMIGRATION AND RESIDENCE

9.1 Subject to considerations of public order and public health, each Party will authorise the nationals of the other Party who fulfil the conditions set out in Chapter II of the present Arrangement to reside in the host country for the intended duration of the traineeship, by issuing them with:

- in the case of French nationals, a multiple-entry visa allowing them to reside in Australia and lawfully participate in their traineeship. Such a visa may be renewed provided the total duration of the stay does not exceed twenty-four months, in accordance with Paragraph 6 of the present Arrangement;
- in the case of Australian nationals, upon presentation of the traineeship arrangement mentioned at Paragraph 5.3, a long-stay, multiple-entry visa cum residence permit valid for no less than 3 months and no more than twelve, and bearing the mention 'trainee'. If their traineeship is extended, whether one or more times, they will be issued with a new residence permit valid for no more than twelve months, renewable provided the total length of stay does not exceed twenty-four months, in accordance with Paragraph 6 of the present Arrangement.

9.2 Candidates' applications will be processed in accordance with the laws applicable in the host country.

9.3 Each country will ensure that applications are processed in a timely manner.

10.1 If, for whatever reason, trainees or their host enterprises encounter difficulties in the course of a traineeship, they will be authorised to terminate the traineeship subject to the provisions of the host country's regulations.

10.2 The host enterprise and the trainee will inform the relevant administrative agencies of the termination of the traineeship. The trainee will be permitted to look for another traineeship for a period of one month following the termination, according to the rules and criteria of the relevant administrative agencies.

CHAPTER IV – MISCELLANEOUS PROVISIONS

11. The competent government authorities in charge of implementing the present Arrangement will be:

- on the French side: the Ministère de l'immigration, de l'intégration, de l'identité nationale et du développement solidaire;

- on the Australian side : the Department of Immigration and Citizenship.

12. Subject to Paragraph 1.2, matters not dealt with in the present Arrangement will be governed by the laws of each Party.

13. The present Arrangement will not affect the application of the provisions of the Convention signed on 20 June 2006 between the government of the French Republic and the government of Australia for the avoidance of double taxation with respect to taxes on income and the prevention of fiscal evasion, or of the provisions arising from any future amendment to the Convention or from any Treaty that may replace it in the future.

14. The competent authorities of each Party will meet for an annual assessment of the application of the present Arrangement, to be arranged on an alternate basis by each Party.

15. The terms of the arrangement concluded in 1984 between the government of the French Republic and the government of Australia will be replaced by those of the present Arrangement from the date at which it enters into force.

16.1 The present Arrangement will be in place for one year.

16.2 It will be renewable on a yearly basis, by tacit agreement.

16.3 It may be amended at any time by an exchange of letters between the Parties.

16.4 Each Party may terminate the present Arrangement by notifying the other Party six months beforehand via diplomatic channels.

16.5 The termination of the present Arrangement will not affect the rights of holders of visas mentioned at Paragraph 9 of the present Arrangement.