

AGREEMENT

CERFA Form
No. 61-2116 TE09

relating to the placement of an au pair under French law (Stagiaire aide familial)

This agreement relating to an au pair placement is concluded between :

- (Mr) or (Ms) _____ (name)
- place of residence _____

hereinafter referred to as „the host“ and

- _____ (name)

hereinafter referred to as „the au pair“

- born on ¹ _____
- in _____
- nationality _____
- place of residence ² _____

and (if the au pair is still a minor) her/his legal representative :

- 1 According to Article 4 of the European Agreement on the Au Pair Placement, the au pair shall not be less than 17 or more than 30 years of age. Nevertheless, exceptions to the upper age-limit may be granted by the competent authority of the receiving country in individual cases when justified.
- 2 If the current place of residence differs from the place of permanent residence, please state both addresses.

I. GENERAL CONDITIONS

The au pair shall be received by the host family for a period of _____ months³ under the conditions hereinafter specified. During this period, the au pair shall be given the opportunity to extend her/his personal knowledge, in particular with regard to the French language, and to increase her/his general culture.

The agreement shall take effect from _____ 4

II. DUTIES OF THE HOST

II. 1. The host undertakes to receive the au pair into the family and to let her/him share the daily family life. In this context, the host makes the following declaration of which the au pair takes note:

- that the family consists of _____ persons, including _____ adults,
_____ boys, aged _____
_____ girls, aged _____
- that the family lives in a house/a flat (*delete whichever does not apply*) consisting of _____ rooms including _____ bathroom(s), situated _____ from a shopping centre (*distance*), and _____ from an educational institution (*distance*) where appropriate French courses are available.
- Occupation of the host _____
- Occupation of the host's spouse _____
- The host employs the following domestic staff in the home: _____

- The language normally spoken in the household is French.

II. 2. The host shall provide board and lodging for the au pair and shall place at her/his disposal a separate suitable room/a suitable room shared with _____
(*delete whichever does not apply*).

II. 3. Additionally, the host shall pay the au pair a weekly pocket money amounting to _____

3 The initial period of the au pair placement shall not exceed one year. It can however be extended so as to allow a placement of maximum 18 months.

4 According to Article 6 of the European Agreement on Au Pair Placement, the present agreement should preferably be concluded before the au pair leaves her/his country of residence and at the latest during the first week of the placement.

II. 4. The au pair's hours of duty shall be organised in such a way as to allow her/him to follow courses, and to improve her/his general cultural development and knowledge of the language.

II. 5. The au pair shall have _____ free day(s) per week and shall have full opportunity to take part in religious worship⁵.

The host undertakes to affiliate the au pair to the social security scheme in respect of the following benefits: sickness, maternity and workers' compensation benefits⁶.

The premium amounts to _____ per month. The premium shall be paid in full by the host.

II. 7. In the event of the au pair's falling ill, the host shall continue to provide board and lodging and shall give all appropriate care until all necessary arrangements have been made.

III. DUTIES OF THE AU PAIR

III. 1. The au pair undertakes to participate, for: _____ hours per day,⁷ in day to day family duties by furnishing the following services _____

(specify the services the au pair will be required to perform)

III. 2. The au pair agrees to comply with any formality necessary on her/his part to enable the host to fulfil her/his obligation under paragraph II 6 of this agreement.

III. 3. The au pair agrees to furnish without delay the medical certificate provided for in Article 5 of the European Agreement on Au Pair Placement⁸.

IV. MISCELLANEOUS PROVISIONS

IV. 1. In the event of serious misconduct by one of the parties, the other party may immediately terminate the agreement. According to this contract, either of the parties may also terminate the agreement with immediate effect if serious circumstances make such instant termination necessary.

IV. 2. The parties also agree on the following

5 According to Article 8, paragraph 3, of the European Agreement on the Au Pair Placement, the au pair shall have at least one full free day per week. Not less than one such free day in every month being a Sunday.

6 The Protocol of the European Agreement states that, in the case of illness, maternity or accident, benefits should include medical and pharmaceutical costs, as well as hospitalization rates, whenever possible,

7 According to Article 9 of the European Agreement on the Au Pair Placement, the au pair should not work more than 5 hours a day.

8 According to Article 5 of the European Agreement on Au Pair Placement, the au pair's medical certificate shall have been established less than three months before placement and shall declare her/his general state of health.

This agreement has been drawn up in three copies :

- one to be retained by the host,
- one to be retained by the au pair,
- one to be deposited with the Direction Départementale du Travail, de l'Emploi et de la Formation Professionnelle (DDTEFP).

If the au pair is a minor, a further copy is to be handed over to her/his legal representative

Done at _____, on _____

Signature of the au pair _____

(if the au pair is a minor, signature of her/his legal representative)

Signature of the host _____

Stamp of the DDTEFP