

**CERFA Form No. 61-2116 TE09**

**AGREEMENT**

**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 <sup>1</sup>.....

- at.....

- nationality .....

- place of residence <sup>2</sup>.....

.....

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

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<sup>1</sup> 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.

<sup>2</sup> If the 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 ..... months under the conditions laid down hereinafter. During this period, the au pair shall be given the opportunity to improve her/his education, in particular with regard to the French language, and to increase her/his general cultural development.

The agreement shall take effect from .....<sup>1</sup>

## 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 connection, he 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*).

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<sup>1</sup> According to Article 6 of the European Agreement on Au Pair Placement, the present agreement should be concluded preferably before the person au pair leaves the country in which she/he was a resident and at latest during the first week of the placement.

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

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 worship <sup>1</sup>.

The host undertakes to affiliate the au pair to the social security scheme in respect of the following benefits: sickness, maternity and workers' compensation benefits<sup>2</sup>.

The premium amounts to ..... per month. The whole of the premium shall be paid 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 such time as necessary arrangements have been made.

### **III. DUTIES OF THE AU PAIR**

III. 1. The au pair undertakes to participate, for :.....hours per day,<sup>3</sup> 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 obligations under paragraph II 6 of this agreement.

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<sup>1</sup> 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 every month should be a Sunday.

<sup>2</sup> 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,

<sup>3</sup> 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.

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 Placement <sup>1</sup>.

#### 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

.....  
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

Signature of the host

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

Stamp of the DDTEFP

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<sup>1</sup> 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.