**Internship Agreement**

This tripartite Agreement is entered into by:

The Host Company

***(company and address)***

represented by

***(name and title of representative)***

(hereinafter referred to as the “Host Company”)

AND

École polytechnique fédérale de Lausanne, 1015 Lausanne (EPFL)

represented by EPFL’s representative:

***(name, first name)***

Gay-Balmaz Philippe

(hereinafter referred to as the “EPFL Representative”)

AND

The student

***(name, first name)***

***(address)***

enrolled for the Master      . Year      .

(hereinafter referred to as the “Student”)

**Art. 1 Scope**

This Agreement determines the relations between the various Parties for an obligatory internship that is part of an EPFL Master programme and establishes the rights and obligations of the Host Company, EPFL and the Student throughout the duration of the internship. The internship forms an integral part of the study programme leading to an EPFL Master’s degree.

**Art. 2 Content of internship**

Internship Title:

Content of internship, activities assigned to Student:

The subject of the internship is determined by the internship supervisor, in agreement with the EPFL Representative who validates it.

**Art. 3 Terms and conditions of internship**

The Student intern remains a student of EPFL throughout the internship.
Generally speaking, the employment laws in force in the country in which the Host Company is situated are applicable.
The internship is done on a full-time basis from       to       on the premises of the Host Company.
The weekly workload corresponds to a full-time schedule in the Host Company.
Department/Unit and location of internship:      .
Any arrangements (e.g. remote work, part-time work) shall remain exceptional and subject to an application for authorisation from the EPFL Representative. Remote work criteria shall be described in Annex 1 to allow the EPFL Representative to make a decision thereon.
Any extension of the duration, should it prove necessary for the completion of the internship, may be requested by the Host Company and the Student and must be approved by the Section.

**Art. 4 Host facilities and supervision**

The internship is conducted under the responsibility of the internship supervisor within the Host Company:

Name:

Position:

Email :

and the EPFL’s academic representative (name, position, email),

**Gay-Balmaz Philippe, Deputy of EL section, philippe.gay-balmaz@epfl.ch.**

The EPFL’s academic representative will evaluate the Student’s performance upon completion of the internship.
During the whole period of the internship, the Host Company undertakes to:

* ensure the supervision of the Student
* assign tasks or areas of activity to the Student that are appropriate to their particular internship, abilities and individual choices
* ensure the professional monitoring of the Student (extra supervision for a trainee, permanent internship supervisor, collaboration within a team)
* provide the Student with a suitable workstation and all the technical and scientific conditions and infrastructure necessary for the successful completion of the internship
* provide the EPFL Representative with information to evaluate the Student according to the objectives defined for the internship
* issue an internship certificate for the Student upon completion of the internship.

**Art. 5 Remuneration and advantages**

The remuneration and payment of any additional expenses shall be agreed between the Host Company and the Student, in compliance with the labour legislation in force at the working place of the Student. It is customary that the remuneration and the expenses include, in addition and where applicable, housing expenses during the internship as well as a contribution to living, travel and insurance expenses.

Amount of monthly remuneration:      .

Advantages offered to the Student intern (e.g. meals, accommodation, transport, reimbursement of expenses, etc.). These advantages are provided in addition to the remuneration:

One of the goals of the internship is to develop the Students’ professional skills in addition to the theoretical and practical training followed at EPFL and thus facilitate their future integration into the professional world; Students must therefore remain free to choose their future professional activities.

**Art. 6 Holidays**

Holidays are determined by the laws in force in the country in which the Host Company is situated.

**Art. 7 Insurance, civil liability**

1. **Health insurance**

Students are responsible for obtaining their own health insurance throughout their studies, including throughout their internship, whether this is carried out in Switzerland or abroad.

Prior to embarking on an internship abroad, Students shall check that their insurance coverage also extends to the country in which the internship will be done, failing which they shall take out additional insurance.

1. **Professional and non-professional accident insurance**

In accordance with applicable laws at the place of internship, the Host Company shall provide the Student with insurance covering professional accidents and disease. Where no such obligation exists, the Host Company shall inform Students accordingly to allow them to take out the necessary insurance before starting the internship.

In the event of an accident or illness occurring during the internship, Students shall inform their internship supervisor and the EPFL Representative without delay.

1. **Third-party insurance**

The Host Company shall take out insurance guaranteeing its civil liability for any damage caused to the Student intern. Should no such insurance exist, the Host Company shall bear the costs of any damage it has caused to the Student during the internship. The Host Company shall bear at minimum the same liability towards the Student as it bears towards its own employees.

Students have a duty to take out individual third-party insurance covering any damage caused in the context of the internship. They must check that the insurance policy also covers internship activity abroad if applicable.

**Art. 8 Social insurance**

In the case of an internship in Switzerland, the Host Company must pay the compulsory social insurance contributions for any remuneration of the internship.

In the case of an internship abroad, the Company shall calculate these contributions in accordance with the legislation in force in the country concerned.

**Art. 9 Foreign students undertaking an internship in Switzerland**

Foreign students registered at EPFL with a valid student permit may do a full-time paid internship, provided that the internship is an integral part of their studies and subject to an authorisation issued by the labour market authorities.

- For students from non-European countries or countries which do not subscribe to the principle of mobility, the Host Company must ask the competent labour market authorities for permission to employ the Student as an intern and submit the working conditions to such authorities. EPFL issues a certificate stating that the internship is part of the Student’s curriculum, and that the Student is still registered as an EPFL student during the internship. The authorisation shall be granted if the working conditions are valid. The Student and the Host Company must wait for approval by the labour market authorities before starting the internship.

- Students from EU or EFTA countries subscribing to the principle of mobility are authorised to perform an activity for the duration of the internship. Students must, however, be announced to the Residents' registration office (Contrôle des habitants) of the city where they live or of the canton where the internship will take place. The internship may begin as soon as the announcement is made.

**Art. 10 Internships abroad**

Students must announce any internship abroad to the EPFL Safety Domain through the website [securite.epfl.ch/voyages](http://securite.epfl.ch/voyages) to benefit from the assistance programme.

Students must complete the necessary administrative formalities (visa, work permit, vaccinations, etc.). Assistance is provided by the Host Company.

**Art. 11 Discipline**

During the internship, the Student is subject to the discipline and internal regulations of the Host Company, especially with regard to schedules and health and safety regulations in force.

Students shall inform the EPFL Representative immediately should any impediment prevent them from validly completing their internship.

**Art. 12 End of internship, internship report and evaluation report**

Upon completion of the internship, the Host Company internship supervisor sends an evaluation report concerning the Student to the EPFL’s academic representative as soon as possible. The Host Company also issues an internship certificate for the Student stating the nature and duration of the internship.

Students write an activity report in accordance with the internal directives of their Section. Before this is sent to EPFL, the content of the report will be validated by the Host Company, which may request confidentiality regarding certain parts. The non-confidential work may be the subject of an oral presentation in accordance with the internal rules and regulations of the Sections.

**Art. 13 Interruption of the internship (termination of the Agreement)**

Should any of the three Parties (Host Company, EPFL, Student) wish to terminate the internship, they shall immediately inform the other two Parties in writing. The justifications will be examined in close consultation between the Parties concerned. The final decision concerning termination of the internship (and therefore to terminate this Agreement), be it by one or several parties, will only be made at the conclusion of this consultation phase.

**Art. 14 Confidentiality and EPFL resources**

Students undertake not to use under any circumstances the information gathered or obtained during the internship as the subject of a publication or a communication to third parties, including the internship report, without obtaining the prior consent of the Host Company. Subject to a separate agreement between the Student and the Host Company, this duty of confidentiality will remain valid not only for the duration of the internship but also for a further five (5) years after completion of the internship. The Student undertakes not to keep, remove, or make copies of any document or software, of any nature whatsoever, belonging to the Host Company without the latter’s written consent.

EPFL installations and resources are intended for internal use only and can only be used by students within the framework of their curriculum at EPFL. Should Students need to use the installations, resources, information, software and/or other intangible assets of EPFL for their internship, they shall request prior authorization from the EPFL Representative; if this permission is granted, Students will use the EPFL resources in question with the utmost care within the framework of their internship outside EPFL. The eventual use of EPFL resources, including intangible assets, as part of the internship, does not confer any right to the Host Company on such resources and property.

**Art. 15 Intellectual property**

The intellectual property rights are established directly between the Host Company and the Student within 10 working days following the signing of the internship agreement at the latest.
Should no agreement exist between the Host Company and the Student:

1. The Student undertakes to transfer to the Host Company all intellectual property rights regarding all results and inventions, whether patentable or not, and all royalties on software developed or obtained as part of the internship.
2. The Student agrees to provide the Host Company with all the documents and signatures necessary for the legal protection of the said results, inventions and software.
3. Should the work of the Student result in the creation of intellectual property or be considered exceptional, the Host Company will apply its customary staff bonus policy (if any).

The Host Company shall mention the name of the Student as inventor, as per the applicable law, in all patent applications when the Student is the inventor or co-inventor, and shall apply its customary staff bonus policy (if any).

The signing of this Agreement does not confer any right to the Host Company concerning the intangible assets of EPFL (notably patents, software or resources referred to under Art. 14).

**Art. 16 Applicable law, jurisdiction**

This Agreement is governed by Swiss law. Any dispute that cannot be settled out of court will be submitted to the exclusive jurisdiction of the competent courts in Lausanne, Switzerland .

The parties agree that execution of this Agreement by exchanging facsimile, PDF, or electronic signatures shall have the same legal force and effect as the exchange of original signatures.

**Ecole polytechnique fédérale de Lausanne**

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*(Place and date) (signature)*

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 *(name and title)*

**Host Company**

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*(Place and date) (signature)*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(name and title)*

**Student**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Place and date) (signature)*

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 *(name)*

Annex 1 – Remote work criteria

Maximum percentage for Student’s remote work:

Reasons for remote work:

Supervision modalities applied by the Host Company for remote work:

Working infrastructure offered by the Host Company for remote work:

As a general principle, the Host Company must ensure that remote work does not prevent the Student from having a high quality experience, and that it does not reduce the value of the internship for the Student’s future professional career.

The Host Company must guarantee proper supervision of the Student and working infrastructure while the Host Company supervisor, Host Company employees involved in the Student’s internship and the Student may be working remotely.