Best Practice Regarding Master Projects in Industry

1. Introduction

This document sets out the rules to be observed in the field of supervision of master projects in industry.

Master projects in industry are particular in that they are an academic task performed outside academic circles within a host company. Indeed, they imply a tripartite relationship (EPFL professor, student, company) making academic and legal issues more complex due to the hybrid nature of the work.

The purpose of this document is to summarize the major **academic** and **legal** requirements of master project supervision. It also recalls how and when to use the **Agreement for master project**.

For purposes of this document, the wording “laboratory” applies indifferently to various research units (chair, institute, etc…). Similarly, for the sake of simplification, the term “professor” includes the titles of the Professor or Senior Scientist supervising the master project.

2. Academic considerations

2.1. Content of master projects in industry

A master project in industry remains first and foremost a master project. It must therefore include an academic dimension defined and controlled by the professor. Although it is performed in a company, the master project must imperatively include a research and innovation angle, thus contributing to the advancement of science in its field.

In addition, the collaboration induced by the master project in industry must benefit the research carried out by the laboratory. Benefits may take many forms at the discretion of the professor, such as a common research interest, process sharing, or other compensation. It is also important that the laboratory’s research be protected and therefore not offered to companies (for instance, research results of a laboratory should not be assigned to or shared with companies) in the framework of master projects.

When there is prior contact between the company and the professor, the selection of a student to carry out the master project in industry may only begin following a consultation phase on the content of the subject and terms of the collaboration.

In some cases, the professor has no prior contact with the company because the subject has either been proposed by the company through the EPFL internship portal or found by the student himself or herself.

Prior to giving his or her consent on a master project, the professor who has been asked by a student to supervise the master project in industry must imperatively contact the company so as to clarify:

- the academic content of the subject, in particular regarding the academic parameters of research and innovation,
- confidentiality and intellectual property issues regarding the exchange of information between EPFL, the student and the company, as well as those relating to the findings of the master project (see item 3 below).

A professor may not, under any circumstances, supervise a student's master project without contacting the company prior to any commitment by the parties.

Professors are entitled to refuse to supervise a student's master project should the terms discussed with the company not suit them or not comply with EPFL requirements on the matter.

2.2. Supervision of master projects in industry

The professor supervising the master project in industry must be affiliated to the student's Section. Only the Section Director may entrust such supervision to another EPFL staff member.

As for students, they are not allowed to make any formal commitment to the company before having found a professor willing to supervise their master project in industry.

The professor and the company should stay in regular contact throughout the progress of the master project.

2.3 Using internship evaluation form for master projects in industry

Some master programs suggest to companies and master project students to fill in the evaluation forms used for mandatory internships.

Through these questionnaires, the company evaluates the professional behavior of the student while the student evaluates the quality of the supervision within the company.

While using this form is allowed, the master project grade should be mainly based on the quality of the scientific work.

In addition, both parties should indicate in the form whether they want their evaluation to be visible to the other party. If the student does not wish to share his or her assessment of the company's management with the company, the professor must respect this choice, and vice versa.

3. Legal issues

3.1. Basic principle of confidentiality

Confidentiality is an exception in academia, which by nature must publish its findings. Results of a master project are therefore not confidential, even if they are derived from the company's confidential information, and can be freely used by EPFL, the company and the student as long as no patents on such results have been filed (or delivery of a patent has been refused) and the results do not consist in software.

3.2. Master project Agreement

If a company wishes that the professor commits to keeping certain company information as confidential, or if the professor wishes to set a framework around the master project through a tripartite contract (EPFL, student, company), a master project agreement is available.

The master project Agreement protects the confidentiality of company information when it falls within the definition of confidentiality described in the Agreement (see corresponding article[1]). It also underlines that the results of the master project work can be freely used by EPFL, the student and the company as long as no patents have been filed (or delivery of a patent has been refused) and the result does not consist in software.

In addition, according to the master project Agreement and in the absence of an agreement with the company, the student commits to transfer to the company all his or her rights on the inventions generated in the framework of his or her master project, if the company wishes to patent them, as well as his or her copyrights on software that he or she would develop under the project.

This document is optional for master projects in industry (unlike the internship agreement which is mandatory for an internship carried out within a company), but is necessary when one of the parties (usually the company or the laboratory) needs a legal framework to specify the terms of the collaboration.

The master project Agreement is available under the following link:
https://inside.epfl.ch/teaching/agreements-for-masters-projects-pdm-outside-epfl/

Access is reserved to professors, teachers and sections.

[1] If the student signs a bilateral confidentiality agreement with the company on his/her own, the definition of confidentiality might differ from the one agreed upon in the master project Agreement. It is recommended that the student ensures consistency between such an agreement and the master project Agreement in terms of confidentiality.

3.2.1. NDA request by the company

Professors must not sign an NDA with a company for a master project. If the company requests an NDA to be signed, the professor should use the EPFL Agreement for master project.

3.2.2. Transmission of confidential information by the student

The student must be careful not to transmit to the professor any confidential information belonging to the company, without clearly indicating it as such. According to the master project Agreement, confidentiality applies to information specified as confidential by the company in writing to the student's attention, but also to information observed within the company (unless it is in the public domain).

In any case, students must be particularly careful not to sign an employment contract or confidentiality agreement with the company forbidding them to disclose the results of the master project to their professor, failing which the master project cannot be approved.

3.2.3. Confidentiality of the thesis report

The thesis report should not contain any confidential information and should be downloadable on ISA as is.

However, if the student checks the "Confidential" box during upload, the professor is notified by an automatic email. The latter can confirm his or her consent only if he/she has contractually accepted (i.e. Agreement for master project or research agreement) that prior company confidential information not be disclosed to third parties, or where necessary, for the purpose of filing apatent, to keep portions of the report confidential for a reasonable period of time to allow such filing.

Unless the professor has signed a confidentiality agreement as described in the above paragraph, the professor must ask the student to remove confidential parts of the report before upload, given that EPFL is not bound by any confidentiality obligation towards the company and can therefore not have access to company confidential information.

If the student has signed on his/her own a confidentiality agreement with the company, the student alone is bound by confidentiality obligations towards the company. In this case also, EPFL cannot have access to company confidential information; the professor must therefore also ask the student to remove any confidential part of his/her report before upload.

Before uploading his/her report of his/her master project thesis onto ISA, the student will receive a reminder stating that his/her report must submitted beforehand to the company.

3.3. Use of EPFL resources

Students may not use EPFL installations, resources, information, software or other intangible assets without their professor's written approval.

3.4. Pre-existing research contract

It may happen that a master project is carried out within the framework of an existing collaboration for which EPFL and the company have already signed a contract specifying in particular confidentiality and intellectual property aspects.

In such a case, the standard agreement for master projects in industry is not applicable and the professor must have the student sign an agreement allowing EPFL to fulfil its contractual obligations towards the company regarding intellectual property and confidentiality of information belonging to the company. The professor must contact the Technology Transfer Office (TTO) to draw up such an agreement.

In the particular case where the company is a spin-off launched by the professor, it is important that any potential conflicts of interest be properly dealt with by the laboratory. Similarly, the company internship supervisor must be a person distinct from the professor in charge of the master project. Finally, the external expert during the oral defence must not be employed, even partially, at EPFL

4. Special cases

4.1. Master projects in a laboratory

If necessary, the master project agreement can also be used for master projects conducted in an EPFL laboratory which require interactions with a company, or even a partial presence of the student in the company, on the strict condition that the master project is not linked to an existing research contract (if the project is linked to a contract with the company: see item 3.4 above).

4.2. Master projects at the EPFL-Innovation Park Foundation

This project has been stopped in March 24.

For further information

Please refer any questions to the following contacts:

General issues and organisation – Internship Coordination: stages@epfl.ch
Academic issues – Vice Presidency for Education: avp.e@epfl.ch
Master projects at the EPFL-Innovation Park Foundation: pdm-eip@epfl.ch
Legal matters - VPA Legal Team: research @epfl.ch

Link to the agreement for master project in industry: https://inside.epfl.ch/teaching/agreements-for-masters-projects-pdm-outside-epfl/

Status as at April 2024

Modified since last version: points 4.2