**Engineering Internship Agreement**

The present agreement is entered into by:

The Host Company

***(company and address)***

represented by

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

(hereinafter referred to as « Host Company»)

AND

L’École Polytechnique Fédérale de Lausanne, 1015 Lausanne (EPFL)

represented by EPFL’s representative:

***(name, surname)***

(hereinafter referred to as "EPFL Representative")

AND

The student

***(name, surname)***

***(address)***

enrolled for the Master      . Year      .

(hereinafter referred to as « Student »)

**Art. 1 Sphere of application**

This agreement determines the relations between the various Parties for an obligatory engineering internship that is part of the EPFL engineering Master programme and establishes the rights and obligations of the Host Company, EPFL and the Student doing the internship throughout the duration of the internship. The engineering internship is considered by EPFL to be an integral part of the study programme and is obligatory in order to obtain the title of engineer.

The masculine form is employed in this agreement to refer to persons of either gender.

**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, with the EPFL’s representative who validates it.

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

The Student remains a student of EPFL until the end of 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      .
The weekly workload corresponds to a full-time schedule in the Host Company.
Department/Unit and location of internship:      .
Any prolongation, 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),

**.**

The EPFL’s academic representative will ensure that the internship is correctly conducted and will evaluate the completed 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 (permanent internship supervisor, collaboration within a team)
* provide the Student with a suitable workstation and all the technical and scientific conditions and infrastructures necessary for the successful completion of the internship
* provide 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 the payment of additional expenses shall be agreed between the Host Company and the Student, in compliance with the labor 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 expensing during the internship as well as a contribution to the living, trip and insurance expenses.

Amount of monthly remuneration:      .

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

One of the goal of the internship is to develop the vocational aptitude of the Student in addition to the theoretical and practical training followed at EPFL and thus facilitate his future integration into the professional world; the Student must therefore remain free to choose his 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**

The Student is responsible for obtaining his own health insurance throughout his studies at EPFL so also throughout his internship, whether it is carried out in Switzerland or abroad.

For internships abroad, the Student must check that his insurance coverage also extends to the country in which the internship will be done. For certain countries (e.g. USA, Japan), he is advised to take out additional insurance to cover certain medical expenses not reimbursed by his basic insurance (LAMal).

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

The Student will check that he is covered for professional and non-professional accidents in Switzerland or abroad and if this is not the case, he will take out the necessary insurance before starting his internship.

In the event of an accident occurring during the internship, the Student will inform the EPFL’s representative who signed the agreement.

1. **Third-party insurance**

The Host Company will take out insurance guaranteeing its civil liability for any damage caused to the Student. Should no such insurance exist, the Host Company will bear the costs of any damage caused to the Student during the internship.

The Student must have taken out individual insurance covering any damage he would cause in the context of the internship. He must check that the insurance certificate also covers internship activity abroad if necessary.

**Art. 8 Social insurances**

In the case of a remunerated internship done in Switzerland, students must pay obligatory AVS, AI and APG contributions. These contributions will be directly deducted from the remuneration received.
In the case of an internship abroad, the Student will comply with the legislation in force in the country concerned.

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

Pursuant to art . 39 OASA (art. 30 para. 1 let. G FNA ), foreign students registered at EPFL and in aid of a valid residence permit can do a full-time paid internship, provided that the internship is a mandatory part of their studies. However, they need to have an authorization issued by the authorities of labor market to do so.

- For a student from non-European countries or countries without the principle of mobility, the company must ask the competent authorities of labor market for the permission to employ the Student as an intern and submit the working conditions to such authorities. EPFL issues an attestation stating that the internship is a mandatory part of the Student’s studies, and that the Student is still registered as an EPFL student during his internship. The authorization shall be granted if the working conditions are valid. The Company and the Student must wait for the positive decision of the authorities of labor market before starting the internship.

- Students that are EU or EFTA citizens with the principle of mobility and the ability to perform an activity for the duration of the internship. The internship must, however, be announced to the control of the inhabitants of the town of the Student or in the canton where the internship will take place. The internship can begin as soon as the announcement is made.

**Art. 10 Internships abroad**

Students doing an internship abroad must announce it to the EPFL security through the website [securite.epfl.ch/voyages](http://securite.epfl.ch/voyages) to benefit from the assistance program.

Students wishing to do their internship abroad must ensure that their residence permit is valid in the country concerned and that the necessary administrative formalities are completed (visa, employment contract, 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.

The Student is obliged to inform EPFL’s representative immediately, should any dysfunction prevent him from doing his internship under the best possible conditions.

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

Upon completion of the internship, the Host Company completes an evaluation report concerning the Student that it returns to the EPFL’s academic representative as soon as possible after completion of the internship. It also issues an internship certificate to the Student stating the nature and duration of the internship.

If required, the Student writes an activity report in accordance with the internal directives of his 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 presented during an oral presentation in accordance with the internal rules and regulations of the Sections.

**Art. 13 Absence and Interruption of internship**

In the event of one of the three Parties (Host Company, EPFL, Student) wishing to terminate the internship, the former must immediately inform the other two Parties in writing. The reasons cited will be examined during close consultation between the Parties concerned. The final decision concerning the termination of the internship will only be made at the conclusion of this consultation phase.

**Art. 14 Confidentiality and EPFL resources**

The Student undertakes not to use under any circumstances the information that he has gathered or obtained 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 duration of five (5) years after the 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 education. Should the Student need to use the installations, resources, information, software and/or other intangible assets of EPFL for his internship, he will request the permission of the EPFL’s representative; if this permission is granted, he will use the EPFL resources in question with the utmost care within the framework of his internship outside EPFL. The eventual use of EPFL resources, including intangible assets, as part of the internship, does not confer any right to the 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 the 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 his intellectual property rights regarding all results and inventions, whether patentable or not, and all his royalties on software developed or obtained as part of his 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.

Company shall mention the name of the Student as inventor, as per the applicable law, in all patent applications when he is inventor or co-inventor; Company shall also apply to the Student its customary staff bonus policy.

The signing of the present 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 Law applicable, courts of competent jurisdiction**

The present agreement is governed by Swiss law. Any disputes that cannot be settled out of court will be submitted to the jurisdiction of the appropriate Swiss court.

This agreement is executed in three originals and duly signed by the authorized representatives of the Parties hereto, as printed below:

**Ecole Polytechnique Fédérale de Lausanne**

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*(Place and date) (signature)*

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

 *(name and title)*

**Company**

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*(Place and date) (signature)*

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

 *(name and title)*

**Student**

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

*(Place and date) (signature)*

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 *(name)*