

## 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. The benefit 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 not therefore offered to 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 phase of consultation 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 him or herself.

Before giving his or her agreement, the professor 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 first making contact with 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 contravene EPFL requirements in this field.

## **2.2. Supervision of master projects in industry**

The professor supervising the master project in industry must be attached 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 they have 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.

## **3. Legal issues**

### **3.1. Basic principle of confidentiality**

Confidentiality is an exception in academia, which by nature must publish its findings. As a master project is an academic assignment, it should not generate results that are confidential.

Only the information belonging to the company must be treated as confidential by the student (and EPFL, if the professor has signed on behalf of EPFL an Agreement for master project or if EPFL has signed a research agreement with the company).

The findings of a master project are not confidential and may be freely used by the EPFL, the company and the student as long as no patent has been filed (or if delivery of patent has been refused) and the results are not software.

This basic principle has the following consequences.

### **3.1.1. NDA request by the company**

Professors should 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 (see item 3.3 below).

### **3.1.2. 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. This applies to information specified as confidential by the company in writing, but also to information observed within the company (unless it is in the public domain).

Students must be particularly careful not to sign an employment contract with the company forbidding them to disclose the results of the master project to their professor, failing which the work cannot be validated.

### **3.1.3. 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 agreement only if he/she has contractually accepted (see Agreement for master project, item 3.3 below, or research agreement) that prior confidential information belonging to the company must not be disclosed to third parties, or where it is necessary, for the purpose of filing a patent, 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 paragraph above, the professor must ask the student to remove the 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. EPFL cannot have access either 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 be submitted beforehand to the company.

## **3.2. Use of EPFL resources**

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

### **3.3. Agreement for master project**

An agreement for master project is available for professors wishing to supervise the master project through a tripartite contract (EPFL, student, company) or when the company wishes the professor to undertake to keep some company information confidential.

This document is optional for a master project in industry (unlike the Internship Agreement which is mandatory for an internship performed in a company separately from the master project).

The master project agreement has been drafted according to the basic principles described above, i.e. by protecting the confidentiality of information belonging to the company yet stating that the findings of the work may be freely used by EPFL, the student and the company as long as no patent is being filed (or delivery of patent has been refused) and the results are not software.

The agreement may be accessed via a secure link under <https://dms.epfl.ch/DOCS/E/stages>

Under the agreement for master project and in the absence of an agreement with the company, the student undertakes to transfer to the company all rights regarding any inventions made in the framework of the master project should the company wish to patent these, as well as any copyright on software developed.

### **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 may 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.

## **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**

In the framework of a VPE and VPI initiative, students are offered the opportunity to complete their master project as part of their start-up project.

The EPFL Innovation Park Foundation ensures entrepreneurial supervision by providing an experienced coach. It also provides work experience similar to that offered by a host company.

Interested students should approach a professor with the description of their start-up project. The professor defines the academic objectives of the master project with the student. Subject to the professor's agreement, the student submits the project to the VPI, and then to the VPE for approval.

The academic and legal requirements stated above (see item 2 and 3) remain fully applicable.

### **For further information**

Please refer any questions to the following contacts:

General issues and organisation – Internship Coordination: [stages@epfl.ch](mailto:stages@epfl.ch)

Academic issues – Associated Vice Presidency for Education: [avp.e@epfl.ch](mailto:avp.e@epfl.ch)

Legal matters - DAR Legal Team: [research@epfl.ch](mailto:research@epfl.ch)

Master projects at the EPFL-Innovation Park Foundation: [pdm-eip@epfl.ch](mailto:pdm-eip@epfl.ch)

Link to the agreement for master project in industry: <https://dms.epfl.ch/DOCS/E/stages>

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