

# Master project agreement

**Important notice to the EPFL laboratory managers:**

**Under no circumstances shall this agreement be signed:**

**1) when the master's project is part of a research project of the laboratory financed by the company.** In this case, a research contract must be negotiated and signed in collaboration with the company and the EPFL Technology Transfer Office (TTO) and the student will have to sign a contract with the EPFL concerning intellectual property and confidentiality.

**2) when the laboratory transmits to the student source code or confidential information belonging to the EPFL.** In this case, the rights of use and ownership of EPFL's immaterial property and of the student's results must be considered and discussed. Do not hesitate to contact the TTO.

**Moreover, this agreement can only be signed if it is fully compatible with the other projects underway in the laboratory concerned.**

This tripartite agreement shall be concluded between :

The host company or organization:

***(company and address)***

represented by

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

(hereinafter the "Company")

**ET**

The Swiss Federal Institute of Technology in Lausanne, 1015 Lausanne (EPFL)

represented by Professor EPFL:

***(name and surname)***

**Head of the laboratory:**

***(name of the laboratory)***

***(laboratory address)***

(hereinafter the "EPFL")

**ET**

The student:

***(name and surname)***

***(address)***

regularly registered in the program of . Year .

(hereinafter the "Student").

### **Art. 1 Scope of application**

The agreement regulates the relationship between the different parties for a Master's project in a company and determines the rights and obligations of the Company, EPFL and the Student for the duration of the Master's project. The Master's project will be carried out by the Student within the Company as well as within the above-mentioned laboratory, by agreement between the parties.

The generic masculine gender used in this convention applies to individuals and represents men and women equally.

### **Art. 2 Content of the master project**

Title of the master project: .

The programme of the master's project is decided jointly by the EPFL professor responsible and the Company. It must correspond to the Student's curriculum. The subject is described in the Appendix to the present Agreement.

### **Art. 3 Modalities of the master project**

The Student in a master project remains a student at EPFL until the end of the master project.

The master project is carried out from to .

The presence of the Student in the Company (dates, times) is agreed between the Company and the Student.

The place of accomplishment of the master's work in the Company is: .

### **Art. 4 Home and framing**

The Master project is conducted under the direction of (hereafter the "EPFL Academic Director"):

(name)

(email)

(phone number).

The EPFL Academic Director supervises the Student's work.

For the duration of the master project, the Company undertakes to :

- provide supervision of the Student within the Company;
- provide the Student with an appropriate workstation and all the technical and scientific conditions and infrastructures necessary for the successful completion of the Master's project.

### **Art. 5 Remuneration and benefits**

The Student and the Company may agree separately on the Student's remuneration.

One of the objectives of the Master's project is to develop the Student's professional skills in addition to the theoretical and practical training provided at EPFL and thus facilitate his/her future integration into the professional world; the Student must therefore remain free in the choice of his/her future professional activities.

### **Art. 6 Insurance, civil liability**

#### **a) Health Insurance**

The Student must insure himself/herself against the risks of illness throughout the duration of his/her studies, and therefore also for his/her Master's project, whether it is carried out in Switzerland or abroad.

With a view to a Master's project abroad, the Student must ensure that his/her insurance cover also extends to the country in which the Master's project will take place; failing this, he/she must take out additional insurance.

**b) Occupational accident insurance, accidents at work**

The Student must check that he/she is covered for occupational and non-occupational accidents in Switzerland or outside of Switzerland and if not will take out such insurance before starting his/her Master Project.

In the event of accident or illness during the Master project, the Student will inform the EPFL Academic Director.

**c) Liability Insurance**

The Company shall take out insurance covering its civil liability for any damage caused to the Student in the Master project. In the absence of insurance, the Company undertakes to pay for all damage caused to the Student in the context of the Master's project.

The Student must have taken out a private civil liability insurance policy covering any damage he/she may cause in the context of his/her Master's project. The Student must check that the insurance policy also covers the Master's project abroad, if applicable.

**Art. 7 Master projects abroad**

The Student is required to contact the EPFL Security Service via the website [securite.epfl.ch/voyages](http://securite.epfl.ch/voyages) for any Master's project abroad in order to benefit from the assistance programme.

The Student is responsible for the administrative formalities (visa, work permit, vaccinations, etc.). The Company provides assistance.

**Art. 8 Discipline**

When the Student carries out his/her Master's project within the Company, he/she is subject to the discipline and internal regulations of this Company, particularly with regard to the health and safety rules in force.

The Student is required to immediately inform the EPFL Academic Director as soon as any malfunction whatsoever prevents him/her from validly carrying out his/her Master project.

The Student shall carry out his/her Master's project with all the rigour and diligence required, but neither EPFL nor the Student shall be liable to the Company in the event of non-execution or poor execution of the Master's project.

**Art. 9 Evaluation of the master's project and the Company's right of supervision**

At least two weeks before the submission of the Master project to the secretariat of his/her section, the Student must submit his/her Master project thesis to the Company in writing (e-mail, etc.), copying the EPFL Academic Director supervising the Master project. The Company may request, within a maximum period of two (2) weeks from the Student's submission, that, where applicable, (i) parts of the master project containing Confidential Information of the Company (as defined in article 11) be kept confidential and/or (ii) that parts of the master project thesis be kept confidential for a few months in order to allow a patent application to be filed. The Company must also inform the Academic Director of the EPFL of this request within the same time limit. If the Company has not replied within the aforementioned two (2) week deadline, no part of the Master's project shall be kept confidential.

The Student then submits his/her Master's project thesis to the secretariat of his/her section in accordance with EPFL regulations, indicating, where applicable, the confidential nature of one or more parts of his/her thesis within the meaning of Article 11.

This dissertation gives rise to an oral defence before a jury composed at least of the EPFL Academic Director and an external expert. The person in charge in the Company may be designated as an external expert.

#### **Art. 10 EPFL Resources**

EPFL facilities and resources are intended for internal use only and must only be used by the Student in the context of his/her studies. If the Student needs to use EPFL facilities, resources, information, software and/or other intangible assets of the EPFL for his/her Master's project, he/she shall request authorisation from the EPFL Academic Director; if such authorisation is given, he/she shall use the EPFL resources in question with great care in the context of his/her Master's project and shall only make them available to the Company with the written consent of the EPFL. The possible use of EPFL resources, including EPFL's intangible assets, in the context of the Master's project does not confer any right on the Company to such resources and assets.

#### **Art. 11 Privacy**

Confidential Information is considered to be information disclosed by the Company within the framework of the Master project, to the Student and the EPFL Academic Dean, either in written form and explicitly marked "confidential" or orally, provided that its confidential nature is indicated at the time of disclosure and confirmed in writing by the Company to the Student and the EPFL Academic Dean within 10 days of its communication (hereinafter referred to as "Confidential Information"). The Student and the EPFL undertake to treat the Confidential Information confidentially and not to use it for any purpose other than the completion of the Master's project.

Confidential information from the Company that the Student receives while on the Company's premises does not need to be marked "confidential" or confirmed in writing; the Student undertakes to keep it confidential and, in particular, not to transmit it to the EPFL.

The obligation of confidentiality remains valid for five years after the end of the master's project and does not apply to confidential information that:

- were in the public domain or were accessible to the public at the time of their transmission or which subsequently fell into the public domain or became accessible to the public for reasons other than an action or omission attributable to the Student or EPFL,
- or which was already in the possession of the Student or the EPFL, provided that the Confidential Information is not subject to any limitation as to its disclosure at the time of its transmission to the Student or the EPFL and provided that this prior possession can be proven by written documents,
- or which were obtained in good faith by the Student or by the EPFL from a person outside the Company who was authorised to transmit them.
- are or have been developed independently by the Student or EPFL without violating their obligations of confidentiality under the present contract.

The Student undertakes not to keep, take away or make copies of any document or software of any nature whatsoever belonging to the Company, except with the Company's written agreement.

**Art. 12 Intellectual property**

The intellectual property rights relating to the results of the master project obtained by the Student are settled directly between the Company and the Student. In the absence of such an agreement, the following provisions apply: the Student undertakes to transfer to the Company all of his intellectual property rights to all inventions patented by the Company, as well as all of his copyright to the software developed as part of the Master's project. The Student agrees to provide the Company with all documents and signatures necessary for the legal protection of said inventions and software. This paragraph does not apply in the event that EPFL and the Company have concluded a collaboration contract in the context of a project, carried out by the EPFL laboratory, which includes the present Master project.

The Company undertakes, where applicable, to mention the Student's name as inventor, in accordance with applicable legislation, in any patent application filed when the Student is an inventor or co-inventor and to apply the bonus policy that is customary for its employees with regard to inventions, as well as the applicable legal provisions.

Notwithstanding any agreement between the Company and the Student, and subject to Article 11, the Company, the Student and the EPFL may freely use the results of the Master Project, which are not patented nor consist of software.

The signing of this contract does not confer any right on the Company with regard to the intellectual property rights of the EPFL (in particular patents, software rights, copyrights, the goods referred to in Art. 10 and any results obtained by the EPFL in connection with the Master project). The EPFL will negotiate, if necessary, with the Company a license on the EPFL's results from the Master Project consisting either of an invention or of software, insofar as the EPFL is free to do so.

**Art. 13 Interruption of the master project (termination of the agreement)**

If one of the three parties (Company, EPFL, Student) wishes to definitively interrupt the Master's project, it must immediately inform the other two parties in writing. The reasons given shall be examined in close consultation. The final decision to discontinue the Master's project will only be taken at the end of this consultation phase.

**Art. 14 Applicable law, competent courts**

This Agreement shall be governed by Swiss law. Any dispute not resolved amicably shall be subject to the jurisdiction of the competent Swiss court.

Master project agreement

So done in triplicate.

**Swiss Federal Institute of Technology Lausanne**

\_\_\_\_\_  
*(Place and date)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(name and title)*

**The Company**

\_\_\_\_\_  
*(Place and date)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(name and title)*

**The Student**

\_\_\_\_\_  
*(Place and date)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(name)*

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**Annex: content of the master project**