

## Internship Agreement (the "Agreement")

The Agreement is made on the \_\_\_\_\_ between the Université de Montréal, whose head office is located at 2900 boul. Édouard-Montpetit, Montréal (QC) H3T 1J4, represented by the director of Program at DIRO (the "**University**") , and \_\_\_\_\_ having its head office at \_\_\_\_\_, represented by the supervisor of the internship (the "**Host Organization**") and \_\_\_\_\_, student at  the Professional Master's degree **OR**  DESS in machine learning (*check the program that applies*) in the Department of Computer Science and Operational Research (the "**DIRO**") of the Faculty of Arts and Sciences of Université de Montréal (the "**Intern**").

**The general objective of the Agreement is to present the requirements and principles governing the relationship between the University, the Host Organization and the Intern as part of the internships for the Professional Master's degree or the DESS in machine learning in the DIRO.**

### ARTICLE 1 - STATUS OF THE INTERN

The Host Organization recognizes that the Intern is first and foremost a student of the University and remains subject to the policies in force at the University. The Intern may discuss the activities and content of his/her internship with his/her supervisor at the University and with any person designated by the latter within the University or an affiliated institution.

In particular, the Intern may return to the University during the internship to participate in educational activities or attend certain courses, the dates of which are brought to the attention of the Host Organization before the beginning of the internship or as soon as they are available.

During his/her stay with the Host Organization, the Intern is subject to the policies and rules in force within the Host Organization regarding safety and work schedules that have been brought to his/her attention.

The Host Organization acknowledges that it may not require from the Intern, at the end of the internship, any non-competition commitment in favour of the Host Organization and/or in respect of its activity sector.

### ARTICLE 2 – INTERN'S ACTIVITIES WITHIN THE HOST ORGANISATION

The main purpose of internships in companies is to ensure the illustration, complementarity and practical application of the teaching provided at the University by involving the Intern in effective work in the company. The objectives of the internship must be related to the Intern's program and field of study and must be specific, measurable, achievable and attainable. The Host Organization undertakes to respect the project submitted by the Intern. Any derogation may result in the University terminating the Agreement.

The Host Organization claims that it holds the necessary consents and rights to make the data and tools available during the internship and undertakes to indemnify and hold harmless the Intern and the University for any conviction following a claim by a third party resulting from such use.

### ARTICLE 3 – CONFIDENTIAL INFORMATION

**"Confidential Information"** means any information of a confidential nature disclosed by the Host Organization, by any means and on any medium whatsoever, to the Intern during his or her internship. The Intern agrees to use the Confidential Information only for the purposes of the internship and not to disclose it to anyone other than the Internship Supervisor, professors and staff of the University and its affiliated centers for the sole purpose of coaching and evaluation, unless specifically authorized to do so in writing by the Host Organization or required to do so by legislation or a court order. In the latter case, the Intern must notify the Host Organization as soon

as possible. The Intern's obligations regarding the use and non-disclosure of Confidential Information shall survive for two (2) years following the completion of the internship.

### ARTICLE 4 – OWNERSHIP OF THE RESULTS

**"Results"** means all results, data, models, trained methods and algorithms, measurements or evaluations that are generated from and directly derived from data, Confidential Information, technical information, materials or samples owned by the Host Organization and provided to the Intern for the purpose of the internship. Results do not include "**Research Tools**" which means, but is not limited to, all methods, processes, recipes, techniques, apparatus, procedures, protocols, specifications, untrained algorithms, codes, libraries, models and methods that are in the public domain or that are not derived from the data provided, the Confidential Information, the technical information, the materials or the samples owned by the Host Organization, and result from ideas and know-how developed by the Intern and/or the University to enable the production of the Results and the completion of the internship.

As they are completed, the Results become the exclusive property of the Host Organization, which may use them for any purpose. The Host Organization acknowledges that the Results are provided without any express, statutory or implied warranty, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, freedom-to-operate, or non-infringement of third party rights or patents. The Host Organization agrees to indemnify, defend and hold harmless the Intern and the University from any costs, suits or claims arising from the use of the Results by the Host Organization, its affiliates, licensees or customers. The Host Organization grants the University and the Intern a royalty-free, perpetual, irrevocable license to use the Results for teaching and research purposes. The Research Tools are not assigned to the Host Organization.

### ARTICLE 5 – INTERNSHIP REPORT AND PUBLICATIONS

The Intern must submit a report at the end of the internship, which will be evaluated and assessed as part of the Intern's graduation process. For the purpose of writing his/her internship report, the Intern will have access to all the Results. Any other use of the internship report by the Intern must be approved beforehand by the Host Organization. However, the name of the Host Organization, the period of the internship and the title of the internship report must remain public. The Results may be published by the Intern, subject to the withdrawal of the Confidential Information of the Host Organization.

The Intern shall submit any proposed publication of the Results to the Host Organization at least thirty (30) days prior to publication. If the Host Organization does not object, in writing, to such disclosure within fifteen (15) days of receipt of the proposed publication (the

"Initial Period"), the Intern may publish. The only grounds on which the Host Organization may object to publication is the presence of Confidential Information or the presence of potentially patentable elements in the draft publication. In the latter case, the planned publication may be postponed for a period not exceeding six (6) months to allow the Host Organization to file patents. The evaluation of the internship report is not a publication for the purposes of this article 5, so the evaluation and graduation of the Intern cannot be delayed or postponed. The Intern retains at all times copyright on his/her internship report and on any subsequent publications.

#### ARTICLE 6 - EVALUATION

The Host Organization undertakes to complete and submit to the University an evaluation of the Intern's performance.

#### ARTICLE 7 - LIABILITY

The University undertakes no liability towards the Intern or the Host Organization other than as set out herein. The University states that the Intern is protected by civil and professional liability insurance, these policies being held by the University and at its own expense. If, however, the Intern is paid by the Host Organization as part of his/her internship, he/ she will be considered an employee of the Host Organization and will be covered by the Host Organization's liability insurance.

#### ARTICLE 8 - SUSPENSION OR TERMINATION OF THE INTERNSHIP

In the event that the Intern fails to comply with the policies and rules to which he/she is subject within the Host Organization (insubordination, negligence in the performance of work, failure to perform the requested tasks, unjustified delays or absences, inappropriate behaviour towards co-workers or superiors, etc.), the University and/or the Host Organization may terminate the internship at any time, after informing all the involved persons.

In the event that the Host Organization does not comply with the obligations provided for in the Agreement, the Intern may request the University to terminate the internship, stating the reasons for such request. It will be up to the University to assess whether or not the reasons given are valid and whether or not the internship is terminated.

If the internship is terminated, the University is not required to find another internship for the Intern or an alternate intern for the Host Organization.

#### ARTICLE 9 - MISCELLANEOUS PROVISIONS

The resulting costs of the internship are borne by the Host Organization. The University does not offer any compensation to the Host Organization or to the Intern.

The Agreement takes precedence over any other document that the Intern may sign as part of the internship and the parties may not derogate from it. The University must receive a copy of any document that the Intern may sign as part of his/her internship with the Host Organization.

#### SIGNATURES

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Intern

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Host Organization

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Université de Montréal