

**sia**

schweizerischer ingenieur- und architektenverein  
société suisse des ingénieurs et des architectes  
società svizzera degli ingegneri e degli architetti  
swiss society of engineers and architects

**voeth** Fachverein  
Verband der  
Studierenden  
an der ETH



## Individual employment contract for interns

«SIA number (if any)»

**between**

«The employer»

«address»

hereinafter the

«Employer»

**and**

«the intern»

«address»

hereinafter the

«Intern»

**hereby enter into the following individual employment contract for an internship.**

# 1 Scope of the internship

The parties to the contract hereby enter into an internship contract.

The Intern will be hired as

– intern in the  
 name unit/department

The following duties and/or functions, in particular, will be assigned to the Intern:

«Description of internship duties»

Where necessary, they may also be assigned other or additional duties that are appropriate and reasonable for a person in higher education and in accordance with their skills.

**The main purpose of an internship is to provide training to the Intern. In order to take sufficient account of the purpose of this internship, the parties agree the following learning objectives:**

- Gain a comprehensive insight into the work of the company
- Participate in a project – anticipated to be
- which allows the Intern to work largely independently.
- Use theoretical knowledge in day-to-day work and practice, specifically:
- Acquire practical skills, in particular:
- Acquire additional skills, specifically:
- 

The point of contact and supervisor for the Intern is

employed by the Employer as

The Intern and the supervisor shall review and discuss whether the aforementioned learning objectives are being met in regular meetings, which shall take place no less frequently than every three months.

## 2 Place of work

The place of work shall be:

As regards working from home, the parties agree as follows:

## 3 Duration of internship / probationary period

The internship shall start on

and lasts until

which means that the duration of the internship is <sup>1</sup>

The probationary period is

<sup>1</sup> The duration of the internship training is key. An internship lasting more than 12 months is therefore only acceptable in certain justified cases or in the event that there is a binding prospect of a permanent position.

## 4 Working hours

The working hours for an employment level of  percent

hours per week, spread across  weekdays.

### Special provision:

Working hours that are performed in accordance with the Employer's instructions beyond the contractually agreed working hours are considered to constitute overtime. Excess hours are defined as additional work performed in excess of the maximum weekly working time (45 hours) stipulated in the Swiss Employment Act.

The parties hereby agree that the Intern will not be required to work any excess hours beyond the maximum weekly working time. Any overtime that exceeds the contractually defined working hours but does not reach the maximum weekly working time (overtime) will be fully compensated with free time within

The Intern shall report any overtime balance to the Employer no later than at the end of the month. The supervisor shall order the corresponding compensation to be taken by the Intern.

## 5 Salary

The parties agree the following salary, which is customary in the profession and at the location and corresponds to the Intern's education and role, and which shall be negotiated between the parties to the contract during the interview.

CHF  gross / month, payable no later than on

of the month in question.

Expenses shall be reimbursed as follows:

«Provision in effect/lump-sum/individual»

## 6 Holidays / public holidays

The Intern is entitled to 5 weeks' annual leave and to public holidays, which are calculated pro rata temporis based on the duration of the internship.

Any public holidays that fall within holiday times as well as any medically certified days of sickness or accident during which the Intern is fully unfit for work do not count as holidays. These can be taken at a later time.

The timing of the vacation shall be agreed between the parties, taking into account their mutual needs.

## 7 Early termination of the internship contract

This internship constitutes a fixed-term employment contract and therefore ends without notice. This contractual relationship may be terminated early by mutual agreement or for good cause, subject to a notice period of  weeks.

## 8 Internship certificate

After consultation with the supervisor and on or before the Intern's final day, the Employer shall issue the Intern with a reference that is consistent with the achievement of the objectives defined in clause 1 of this contract.

## 9 Duty of confidentiality

The Intern is obliged to maintain trade secrets even after termination / end of the contractual relationship. The confidentiality obligation applies to all documents, drawings, copies, etc., either created in the discharge of work duties by the Intern themselves or made available to them as part of the employment relationship. Documents created in the acquisition phase and in ongoing competitions in which the Intern has participated are also subject to the obligation of confidentiality. Without permission of the Employer, documents may not be used by the Intern themselves, nor may third parties be told of their content, nor may they be shown or handed over to third parties.

## 10 Special agreements

«text of special agreements»

## 11 Final provisions

In all other respects, the statutory provisions of the Swiss Code of Obligations (CO) shall apply (Article 319 et seqq. CO). Any changes and supplements are only valid if executed in writing.

For actions under employment law, the court with jurisdiction shall be the court at the domicile or registered office of the defendant or at the place where the Intern normally carries out the work (Article 34(1) Swiss Civil Procedure Code).

All questions arising in connection with this contract shall be governed by Swiss law.

The legal department of the SIA Head Office is available to provide information on the interpretation and application of this internship contract.

## 12 Annexes

The following annexes form constituent parts of the contract:

«text annexes»

Executed in duplicate: «Place, date»

Employer:

«Name of Employer»

Intern:

«Name of Intern»

(Signature)

(Signature)