

# Internship IP Agreement (India)

IP assignment and confidentiality for startup interns — paid and unpaid

## HOW TO USE THIS TEMPLATE

1.	Execute with every intern BEFORE they start — intern IP ownership is often overlooked.
2.	Covers paid and unpaid interns, college project interns, and part-time student workers.
3.	Be aware: unpaid internships may be legally problematic — consult labour law advice.
4.	The intern should disclose any pre-existing IP relevant to the project.
5.	Specify clearly what the intern will be working on.

## PARTIES

Company / Organisation	[Full legal name and CIN]
Company Address	[Registered address]
Intern Full Name	[Full legal name]
Intern PAN	[PAN Number]
Intern Address	[Residential address]
Intern's Institution (if applicable)	[College / University / IIT / Other]
Degree Programme	[B.Tech / MBA / B.Des / Other]
Internship Duration	[From DD Month YYYY to DD Month YYYY]
Project / Work Area	[Brief description of internship project]
Stipend (if any)	Rs.[X] per month / NIL
Date of Agreement	[DD Month YYYY]

## 1. NATURE OF INTERNSHIP

**1.1** The Company is engaging the Intern for an internship programme to provide work experience and skill development. The Intern is not an employee of the Company, and this Agreement does not create an employment relationship.

**1.2** The Intern's work during the internship may contribute to the Company's research and development, product development, software development, design, or other activities.

**1.3 Academic Work.** Where the internship is a requirement of the Intern's academic programme, the Intern shall ensure that any institutional IP policy that applies to their academic work has been reviewed and that this Agreement is consistent with such policy. The Intern shall disclose to the Company if their institution has any claim to IP created during the internship.

## 2. INTELLECTUAL PROPERTY ASSIGNMENT

**2.1** All work product, software, designs, research, inventions, improvements, and other intellectual property created by the Intern in the course of the internship that relates to the Company's business shall be assigned to the Company. This assignment takes effect upon creation.

**2.2 Deliverables.** The Intern shall deliver all work, code, designs, reports, and documentation to the Company in usable formats, with all source files. The Company shall have continuous access to all work in progress through designated version control or project management tools.

**2.3 Moral Rights Waiver.** The Intern irrevocably waives all moral rights in all work product created during the internship, in favour of the Company.

**2.4 Background IP.** Any pre-existing tools, code, or materials owned by the Intern that are incorporated in deliverables remain the Intern's property. The Intern grants the Company a perpetual, royalty-free licence to use such materials as incorporated.

**2.5 Pre-Existing IP Disclosure.** The Intern discloses the following pre-existing IP relevant to the internship project:

Pre-Existing IP (or NIL)	[Description of any relevant pre-existing IP]
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**2.6 No Third-Party IP.** The Intern represents that no work product delivered during the internship will contain third-party IP (including code, designs, or content) used without proper authorisation.

### 3. CONFIDENTIALITY

**3.1** The Intern shall treat all Company information encountered during the internship — including products, technology, business plans, customer data, and financial information — as strictly confidential during the internship and for [2] years thereafter.

**3.2** The Intern shall not: (a) discuss Company projects on social media without approval; (b) share any Company information with classmates or professors beyond what is needed for academic reporting; or (c) use Company information for any purpose outside the internship.

**3.3 Academic Reporting.** If the Intern is required to submit a project report to their institution, the Intern shall share the report with the Company for review before submission. The Company may redact any Confidential Information before the report is submitted.

### 4. CONDUCT AND OBLIGATIONS

**4.1** The Intern shall: (a) devote the agreed time to the internship; (b) follow all Company policies applicable to interns; (c) treat all colleagues professionally; (d) use Company equipment and systems only for internship purposes; and (e) return all Company property at the end of the internship.

**4.2 Code of Conduct.** The Intern shall comply with the Company's Code of Conduct and POSH policy during the internship. The Intern acknowledges having received a copy of relevant policies.

### 5. INTERNSHIP COMPLETION CERTIFICATE

**5.1** On satisfactory completion of the internship, the Company shall issue the Intern with a certificate confirming the internship duration, project area, and skills demonstrated. Issuance of the certificate is at the Company's discretion based on the Intern's performance and compliance with this Agreement.

### 6. GENERAL PROVISIONS

**6.1 Governing Law.** Governed by the Indian Contract Act 1872 and Copyright Act 1957.

**6.2 Not Employment.** This Agreement does not create an employment relationship, obligation to offer employment, or entitlement to employee benefits.

**6.3 Academic Institution.** The Company makes no representation about academic credit. The Intern is responsible for compliance with their institution's requirements.

**6.4 Stamp Duty.** Execute on non-judicial stamp paper if required.

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## EXECUTION

COMPANY	INTERN
[Company Full Legal Name]	[Intern Full Name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____

### IMPORTANT NOTE

If the intern's institution has a policy giving the institution rights to IP created by students during internships, this Agreement may conflict with that policy. Verify with the institution before the internship starts. Template only — not legal advice.

## LEARNING OBJECTIVES, PERFORMANCE REVIEW, AND COMPLIANCE

**7.1 Learning Objectives and Project Structure.** The Company shall provide the Intern with a clear project brief at the start of the internship covering: the specific project or task to be undertaken; the technical or professional skills the internship is intended to develop; expected deliverables and milestones; the name of the Intern's supervisor or mentor; and the performance criteria against which the Intern's work will be assessed. The project brief shall be shared within the first [3] days of the internship.

**7.2 Supervisor Responsibilities.** The designated supervisor shall: (a) meet with the Intern at least [weekly] to review progress; (b) provide timely feedback on work submitted; (c) ensure the Intern has access to the tools, systems, and information needed for the project; (d) monitor that the work assigned is appropriate for the Intern's skill level and learning objectives; and (e) raise any performance or conduct concerns promptly with the Intern and HR.

**7.3 Prohibited Tasks.** The Company shall not assign the Intern to tasks that are primarily menial (such as data entry for extended periods without learning value, running personal errands, or other work unrelated to the project described in this Agreement) unless such tasks form a specific and limited part of a broader skill-development activity. The internship is intended as a genuine work experience opportunity, not a replacement for paid employment.

**7.4 Labour Law Considerations.** The Parties acknowledge that unpaid internships are subject to scrutiny under Indian labour laws and may be regulated by state-specific legislation, including minimum wage laws. The Company is responsible for ensuring that the nature, duration, and terms of this internship comply with applicable labour laws. The Intern is advised to independently verify their rights under applicable law. This Agreement does not waive any statutory rights the Intern may have under applicable labour legislation.

**7.5 Emergency Contact and Health Safety.** The Intern shall provide an emergency contact before beginning the internship. The Company shall apply its workplace health and safety policies to interns on the same basis as employees. If the internship is conducted remotely, the Company shall provide guidance on ergonomic home-working practices. Any workplace injury during the internship shall be reported in accordance with applicable law, and the Company shall maintain appropriate insurance coverage for interns working on-site.

## INTERNSHIP PROGRAMME QUALITY, DATA HANDLING, AND POST-INTERNSHIP

**8.1 Data Access and Handling During Internship.** The Intern may be granted access to Company systems, databases, customer data, or financial records as part of the internship project. The Intern shall: (a) access only the data and systems necessary for the assigned project; (b) not download, copy, or store Company data on personal devices without explicit approval; (c) report any accidental access to data beyond the internship scope; (d) comply with the Company's data security policies; and (e) not discuss customer-identifiable information with anyone outside the project team. Data security obligations survive the internship period.

**8.2 Internship Project Report and Confidentiality.** The Intern may be required to submit a project report to their college or university as part of their academic programme. Before submission, the Intern shall: (a) share the draft report with the Company's designated reviewer at least [7] working days before the submission deadline; (b) incorporate all confidentiality-related redactions requested by the Company; and (c) not include any financial data, customer names, unpublished product details, or competitive intelligence in the report. The Company shall make reasonable efforts to protect the Intern's academic requirements while ensuring confidential information is protected.

**8.3 Recommendation Letters and Professional References.** On satisfactory completion of the internship, the Intern may request a professional reference letter or LinkedIn recommendation from the designated supervisor. Issuance of such references is at the Company's discretion based on the Intern's performance, professionalism, and compliance with this Agreement. The Company is not obligated to provide a reference but shall not give a negative reference that misrepresents the Intern's actual performance.

**8.4 Post-Internship Obligations.** After the internship ends, the Intern shall: (a) return all Company equipment, access credentials, and materials immediately; (b) not access any Company system after the internship end date; (c) delete all Company data from personal devices; (d) maintain confidentiality obligations for [2] years; and (e) if offered and accepting employment, execute the Company's standard Employment Agreement including full IP assignment and confidentiality provisions before the first day of employment. The transition from intern to employee does not retroactively reduce the scope of IP assigned under this Agreement.