

**AGREEMENT for INTERNATIONAL THESIS CO-MENTORSHIP**

**N°**

This agreement is made between

**Marmara University** (Turkey)

Rektörlük Binası, Göztepe Kampüsü, 34722, Göztepe, Istanbul, Turkey

represented by Prof. Dr. Erol Özvar

and

The **Université de Lorraine**, scientific, cultural and professional public institution, created in the form of a « Grand Etablissement »,

represented by its President, Professor Pierre MUTZENHARDT,

34 cours Léopold BP25233 54052 NANCY cedex France, siret n°130 506 015 00012

hereafter named “the partner”,

with the following provisions:

**Preamble**

The above mentioned partners have been co-operating in the field of International co-mentorship of Doctoral theses, compliant with the provisions of

* the French Decree of May. 25, 2016 setting the national framework for training and the modalities leading to the issuance of national doctoral degree,
* The Higher Education Council of Turkey and Marmara University legislations regarding to higher education and Doctoral Studies

This agreement is established specifically for the international co-mentorship for a doctoral dissertation in Chemistry (Speciality: Theoretical Chemistry and Organic Chemistry) whose subject is:

**Advanced Atomistic Simulations on Amine Acetylation Reactions and Covalent Inhibition of Phosphoinositide 3-kinase (PI3K)**

prepared by **Mr. Volkan FINDIK**, hereafter named "the doctorand", a member of Doctoral School C2MP (École doctorale Chimie Mécanique Matériaux Physique)

**The host laboratories / research Centres are:**

* For the french university: UMR CNRS 7019 - Laboratoire de Physique et Chimie Théoriques, Boulevard des Aiguillettes B.P. 70239, F-54506 Vandoeuvre-les-Nancy, France.
* For the partner university: Marmara Üniversitesi, Fen Edebiyat Fakultesi, Kimya Bölümü, Göztepe Kampüsü, Fahrettin Kerim Gökay Cd., 34722 Kadıköy/İstanbul Turkey.

**The advisors/co-mentors for the thesis are:**

* For the french university: **Dr. Manuel Ruiz-Lopez,** position **Research Director** Research Centre : LPCT : Laboratoire de Physique et Chimie Théoriques, UMR CNRS 7019.
* For the partner university: **Dr. Safiye Erdem,** position **Professor** Research Centre : Department of Chemistry, 34722, Göztepe.

**SECTION 1: Administrative conditions**

**Article 1:**

The student is registered as a doctorand in both academic institutions participating in the international co-mentorship program **as from the beginning of the 2019-2020** **academic year** as soon as all conditions for that purpose have been met.

The maximum time granted for studies and research will be three years, unless the student concerned applies for an exemption in the form of an extension to the President of the French University.

**Article 2:**

The doctoral student will pay enrolment fees on a yearly basis, either to the French university or the partner university.

**The specific terms are set out in this agreement, on an individual basis:**

Year **2019-2020:** **University of Lorraine**

Year **2020-2021: Marmara University**

Year **2021-2022: Marmara University**

**The student's enrollment has to be renewed every year in the two signatory institutions**. Exemption of fees will be granted automatically by the institution where the payment of such fees is not required for the current year.

The student must also pay the CVEC[[1]](#footnote-1) each year, regardless of the institution at which he or she pays the registration fees.

###### This agreement will apply only if the student has found proper support and funding.

**Article 3:**

The doctorand is submitted to the legislation in force concerning insurance coverage in the country where enrollment fees have been paid. As for the country where exemption applies, (s)he has to provide for similar coverage and give evidence of that situation at the time of registration in each institution.

(S)he also commits him/herself to taking out a "responsabilité civile vie privée" (civil liability for private life coverage) insurance policy. This also applies to an "assurance individual accident" (personal accident insurance) and a specific insurance policy in case of repatriation and an "assurance juridique" (legal service insurance).

Registration will be made subject to the production of appropriate insurance policies.

**Article 4:**

During his/her stay in the host institution, accommodation will be organised as follows for the doctorand**:** Lodging will be provided either by APHEEN or by Maison des Chercheurs at Vandoeuvre-les-Nancy depending on available rooms..

**Article 5:**

During his/her stay in the host institution, the doctorand will receive the following benefits: A co-tutelle grant will be asked to the TUBITAK 2214/B program and the French Embassy in Istanbul. Application to Bosphorus call has been already submitted for 2019 which will partly provide fundings for travel and lodging expenses in France, if granted. The TUBITAK program can cover up to 1400 euros per month. The French Ambassy co-tutelle grant covers a monthly allocation of 1100 euros, social security, and tuition fees**.**

The certificates and vouchers delivered will be produced at the time of registration.

**SECTION 2: Tuition and Education**

**Article 6:**

Prior to signing this agreement, **Mr Manuel Ruiz-Lopez (the thesis advisor of French university)** and **Mrs Safiye Erdem (the thesis advisor of the partner university)** commit themselves to assuming fully and jointly their tasks as thesis mentor for the doctorand and keep each other informed of the progress of the doctorands works while the latter is working at the partner's institution.

**Article 7:**

Research work for the thesis is carried out in alternation between the two institutions. The thesis co-mentors organise the doctorand's work time in cooperation with him/her and **with an eye on proper balance** between the two institutions, with the following schedule:

Stays at Université de Lorraine

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Year | Sept. | Oct. | Nov. | Dec. | Jan. | Feb. | March | April | May | June | July | Aug. |
| 2019-2020 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2020-2021 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2021-2022 |  |  |  |  |  |  |  |  |  |  |  |  |

Stays at Marmara University

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Year | Sept. | Oct. | Nov. | Dec. | Jan. | Feb. | March | April | May | June | July | Aug. |
| 2019-2020 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2020-2021 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2021-2022 |  |  |  |  |  |  |  |  |  |  |  |  |

**The tasks expected from the doctorand beyond the presentation of the thesis** are determined by the Doctoral School in France and the corresponding department of the partner institution.

The list of such tasks is as follows:

* for the french university:

Please refer to the internet page of the doctoral school on training: <http://doctorat.univ-lorraine.fr/fr/les-ecoles-doctorales/c2mp/formations>

* for the partner institution:

Post-graduate courses (total credits ECTS=60), proficiency exam, intermediate reporting and presentation, publication in a scientific journal indexed in SCI.

**Article 8:**

The defence of the thesis will be organised as a **one-only** session **held at Marmara University**.

Thesis defence can be planned only after permission delivered by Doctoral School and authorisation for defence is granted, for the French University, by the President and, for the partner institution by Institute of Pure and Applied Sciences and the head of the Department of Chemistry.

Such authorisation will be given subject to the production of the reports prepared by the pre-examiners in French or English.

The examining jury will appoint a chairperson from among members of the panel and this person will draft a defence report to be signed by all examiners. The latter report is to be drafted in French or English.

The doctorand will defend his/her thesis facing a jury **appointed by the two partner institutions** and composed - with proper balance and a maximum of eight persons - of members belonging to the two signatory institutions and persons external to these institutions.

The examining jury is composed following the legislation in force, unless restrictions or exemptions are imposed by specifically national provisions.

**Article 9:**

The **language used** for the writing of the thesis will be **English**

The **language to be used** for the defence will be **English**

When the language selected is not French, a detailed summary will be submitted in French (minimum length 20 pages) before the date of the defence session.

The doctorand commits him/herself to fulfilling the conditions imposed by the regulations in force in the two countries concerning legal deposit, publicity and printing.

**Article 10:**

**The regulations laid down in the** Doctoral Charter enclosed are part and parcel of this agreement.

**Article 11:**

The doctorand and his/her supervisors commit themselves to abiding to the rules of the institution concerning confidentiality of any kind of information, publication, property rights, exploitation of the results provided by research. The regulations laid down in French legislation are expounded in the relevant **"Clauses" appended to this agreement.**

**Article 12:**

Following the defence**,** the signatory institutions will deliver to the doctorandthe doctoral degree awarded by **the two** institutions, i.e. **Université de Lorraine** and **Marmara University**, each degree being fully recognised on the whole territory of the relevant country*.*

**Article 13:**

This agreement should be introduced by the two partner institutions preferably at the **beginning of the first year of doctoral studies and – at the latest – in the course of the first quarter of the second year.**

The period of validity is three years.

The agreement can be revised or terminated on the basis of an addendum prepared by common consent and signed by the Presidents of the two institutions.

Made in three copies:

**Made in NANCY, on ………… Made in …….., on**

**The Thesis advisor/mentor in France The Thesis advisor/mentor in Turkey**

**Manuel RUIZ-LOPEZ** **Safiye ERDEM**

**Made in NANCY, on …………**

**The Head of Doctoral School C2MP**

**Dominique DALOZ**

**Made in NANCY, on ………… Made in …….., on**

**For the President The President**

**of Université de Lorraine by order of Marmara University**

**Vice President for graduate school strategy**

**Clotilde BOULANGER Erol ÖZVAR**

**Made in NANCY, on …………**

**The Doctorand**

**Volkan FINDIK**

**"Clauses" concerning CONFIDENTIALITy, PUBLICITy AND INtellectual PROPerty**

**CONFIDENTIALITY**

All partners agree to consider as confidential, and not to disclose to third parties, under any form whatsoever, any information, including but not limited to documents, systems, software, know-how, methods or knowledge obtained from the other Partner or to which they might have had access to while performing the tasks relating to this Agreement, directly or indirectly, (hereunder called as a whole "Confidential Information") and to use the Confidential Information exclusively for the purpose of work for the doctoral thesis.

All partners shall ensure that all members of their staff and students observe the duty of confidentiality as provided in this article and to take all necessary measures to guarantee the full enforcement of this duty.

This obligation of confidentiality does not apply to information that has become available to the general public.

This obligation shall be in force for a period of [5 years] from the date of signature of this Agreement, notwithstanding the termination or the expiry of the Agreement

Any purpose of this Agreement does not imply any transfer or delivery of rights of intellectual property, or technology transfer concerning the information delivered by any Partner to the other.

**PUBLICATION**

Any publication or communication of information relating to the Results or Know-how developed as part of the Co-mentorship thesis by either Partner shall be submitted - as long as this Agreement is in force and for the 6 months following its expiry date - to the written authorization of the other Partner which shall provide notice of its decision within less than 2 months from the date of the request. After this time and in the absence of any response, authorization shall be considered as granted.

Consequently, any and all draft publication or communication shall be submitted to the other Partner to have an opinion and the latter will have the possibility to delete or modify certain details which, if disclosed, might cause damage to the industrial or commercial use in proper conditions of the Results originating from the Study. Such deletions or changes shall not affect the scientific value of the publication or the contribution in a conference.

Moreover, the other Partner may postpone the publication or the communication for a maximum period of 18 months from the date of the request, in particular whenever information contained in the publication or communication is required to be protected by rights of industrial property.

Such publications and communication shall refer to the contribution by each Partner.

**INTELLECTUal property**

The results obtained by the Partners prior to the research conducted in the framework of a Co-mentorship thesis or independently shall remain their respective property and the other Partner shall receive no rights over the corresponding patents and Know-how under this Agreement.

The results originating from the research conducted in the framework of a Co-mentorship thesis become joint property in equal parts of the Université de Lorraine and Marmara University.

With the exception of a case of waiver by one of the Partners, joint patents shall be registered jointly in France and other countries in the names of both the Université de Lorraine and Marmara University.

The management and monitoring of Joint Patents from the date of filing of the first patent application until the date that they become public domain shall be entrusted to *Organisme Gestionnaire de la Copropriété* (Joint Ownership Management Office).

To this end, only *Organisme Gestionnaire de la Copropriété* (Joint Ownership Management Office) shall be entitled to act and proceed on behalf of joint owners for all actions undertaken for the registration, maintenance and extension of Joint patents. This institution might choose to require assistance from an agent in order to carry out these tasks.

Université de Lorraine has been appointed as *Organisme Gestionnaire de la Copropriété* (Joint Ownership Management Office) for the purposes of this Agreement

Partners undertake:

- to provide to each other all technical or administrative documents required to register and obtain the Joint patents;

- to ensure that the names of inventors are duly mentioned in the patent application in accordance with the legal provisions in force;

- to ensure that the members of their staff mentioned as inventor give all signatures and fulfil all formalities required to register, obtain, maintain in force and defence of Joint patents, and in particular that they sign the assignment of rights relating to US procedure.

If one of the Partners in the joint ownership decide to transfer to a third party its part of the Joint patent, it will have to notify it by a recorded delivery letter to the other Partner, which will then have a right of pre-emption under equal terms and conditions. If this Partner does not take advantage of this right within a deadline of three (3) months from the day of notification of the purported transfer, in accordance with Section L-613-29 paragraph e) of the [French] *Code de la propriété intellectuelle* [Code of Intellectual Property], the transfer will become final.

Prior to any direct or indirect use of the results originating from the research conducted in the framework of a Co-mentorship thesis, an agreement setting for, in particular, financial terms shall be signed by the Partners.

 

DOCTORAL CHARTER

*Main legislative and regulatory sources governing the doctorate:*

Education Code and notably article L612-7;

Decree no. 2016-1173 of 29th August 2016 amending Decree no. 2009-464 of 23rd April 2009 relating to contractual PhD students (PhD student employed on a fixed term contract to undertake a doctorate as opposed to being funded as a student) from state higher education and research institutions

Order of 25th May 2016 defining the national framework for training and the methods leading to the delivery of the national doctoral degree

SURNAME(S) and FIRST NAME(S) of the PhD STUDENT: Volkan FINDIK

The doctoral charter defines the reciprocal commitments of the thesis supervisor, the PhD student and the research unit. Its aim is to guarantee the high scientific quality of the thesis and the excellence of the support and training of the PhD student, over the entire doctoral period.

As soon as he or she registers, the PhD student signs this charter with the thesis supervisor and, if required, the thesis co-supervisor.

The Université de Lorraine, in the context of its education and training mission, welcomes and trains PhD students. The Université de Lorraine commits to ensuring that the doctorate preparation combines high level training and professional research activity.

The doctoral school, in partnership with the host research unit(s), ensures a support and training mission. The doctoral training is training in and via research and a professional research experience.

The director of the research unit and the head of the doctoral school ensure that the rights and obligations set out in this charter, for which the university is the guarantor, are adhered to, following approval from the research unit and the doctoral school board.

An individual training agreement is concluded between the PhD student, the thesis supervisor and, if required, the thesis co-supervisor. This contract is in accordance with article 12 of the Order of 25th May 2016 and specifies the hosting conditions on the part of the doctoral school and the host research unit.

**1 - THE DOCTORATE, A SCIENTIFIC AND PROFESSIONAL PROJECT**

Preparing for the doctorate is done in a research environment and must be within the context of a clearly defined project in terms of the means and goals, as well as its demands. It implies clarity in the objectives pursued and the means implemented to achieve them. The doctorate is a professional research experience.

During each PhD student's enrolment, the thesis supervisor, and, from the third year of re-enrolment, the monitoring committee, assess the progress of the project and propose required adjustments. The doctoral school and the research unit also ensure monitoring according to the methods specific to each of them and which are evoked in the individual training agreement.

The PhD student receives information on the academic and extra-curricular opportunities in his or her area which should help him or her to build his or her professional project. The PhD student specifies, as early as possible, the professional direction that he or she is considering. In order to ensure that information on the opportunities is provided to future PhD students from the laboratory, all doctors must inform their thesis supervisor (and, if required, the thesis co-supervisor) as well as the head of the doctoral school, of their professional situation for a period of five years after obtaining the doctorate. The processing of this data on professional life will be done in accordance with the French amended Actct no. 78-17 of 6th January 1978 relating to information technology, data files and civil liberties.

**2 - SUBJECT**

Doctoral enrolment implies that the subject, the context of the thesis and the host team have been defined.

The subject of the thesis leads to the undertaking of a work that is both original and educative, the feasibility of which is within the time period provided by the Order of 25th May 2016. The choice of thesis subject relies on the agreement between the PhD student and the thesis supervisor, and, if required, the thesis co-supervisor(s) and is formalised at enrolment. The thesis supervisor, and, if required, the thesis co-supervisor(s) called upon due to recognised expertise in the relevant research field, must help the PhD student to bring out the innovative nature of the subject in a scientific context and ensure it is up-to-date. He/She/They must also ensure the PhD student is motivated.

**3 - FUNDING AND MEANS**

# Funding

Pursuant to the Order of 25th May 2016, the head of doctoral school ensures that the PhD student has the means of subsistence required to undertake the doctorate.

During enrolment on the doctorate, the PhD student's funding means are established according to the practices in force in the doctoral school that he or she depends upon.

The thesis supervisor and, if required, the thesis co-supervisor(s), the host laboratory director and the head of the doctoral school inform the candidate of possible resources and their time period for preparing the thesis (doctoral contact, regional grant, industrial grant, voluntary sector grant, salaries, etc.).

# Means

The means allowing the work to be carried out and the methods for its implementation are defined in the individual training agreement. The PhD student is fully a part of his or her host laboratory or unit. The research unit director guarantees that the PhD student has access to the same facilities as the other researchers from the unit to accomplish his or her research work (equipment, means, notably computing, documentation, seminars and conferences, transport).

The PhD student is subject to the same obligations as the members of the laboratory. He/she must be aware of the internal regulations of the laboratory, if they exist. In particular, he/she commits to respecting the instructions regarding diligence, discipline, ethics, professional secrecy, health and safety and being in order in terms of the laboratory (equipment, keys, etc.). The thesis supervisor and the laboratory director will do everything possible to promote the use of a laboratory notebook within the relevant disciplines. The laboratory notebook is the property of the laboratory and cannot be removed from its premises whatever the reason. The PhD student will, for the purposes of writing his or her thesis, be able to obtain a copy of the laboratory notebook.

The thesis supervisor(s) is/are advised to encourage the PhD student to get involved in the laboratory life and take part in the tasks and responsibilities of the research unit which can be of a group and/or educational nature. The thesis supervisor(s) will ensure that these tasks are a part of the doctoral project.

In the event of co-supervision of a student, the laboratory director commits to providing the PhD student with proof of this activity.

**4 - THE DOCTORAL TRAINING**

The PhD student must adhere to the doctoral school rules as defined in the individual training agreement and in the internal regulations where they exist.

The thesis supervisor(s) will inform the PhD student of the options for undertaking teaching, development or expertise tasks throughout his or her doctorate. If he/she is a contractual PhD student, he or she must comply with the specific obligations provided by Decree no. 2016-1173 of 29th August 2016 amending the Decree no. 2009-464 of 23rd April 2009 relating to contractual PhD students from state higher education and research institutions.

In order to deepen and widen his or her field of expertise, disciplinary and cross-disciplinary courses will be offered to him/her in accordance with the training plan defined in the training agreement. The thesis supervisor and the co-supervisor must advise him or her and facilitate participation in these courses. The courses validated by the doctoral school will be able to be highlighted in the PhD student's portfolio. The university provides various other training tools like training tools on identifying skills and mock interviews to make pursuing a career easier.

One or more placements in a company and/or external laboratory may be added to this range of additional courses.

**5 - SUPERVISION AND MONITORING**

The thesis supervisor (and the possible thesis co-supervisor) commit to personally supervising the PhD student and dedicating a significant part of their time to him/her. Before enrolment as a PhD student, the supervisor informs him/her of the number of PhD students currently under the supervisor's responsibility.

The supervision conditions are set out in article 16 of the Order of 25th May 2016. When the co-supervisor does not meet the conditions, he/she can, subject to a decision from the head of the institution and following the recommendation of the scientific council, benefit from Authorisation to Co-Supervise Theses (ACT).

The PhD student has a duty to inform the thesis supervisor (and the thesis co-supervisor), as well as the research unit and doctoral school, about the progress of his/her thesis and the difficulties encountered. An individual PhD student monitoring committee ensures the course progresses properly by relying on the doctoral charter and the training agreement. It assesses, in an interview with the PhD student, the conditions of his/her training and the progress of his/her research. It formulates recommendations and sends a report of the interview to the head of the doctoral school, the PhD student and the thesis supervisor.

Notably, it endeavours to prevent any form of conflict, discrimination or harassment.

The way in which the committee is formed, organised and operates is established by the doctoral school board. The members of this committee do not take part in the supervision of the PhD student's work.

The thesis supervisor (and the thesis co-supervisor), commit to regularly monitoring the progress of the PhD student's work and establishing possible new directions that he/she could take in light of the results obtained. He/she has the duty to inform the PhD student of the positive appraisals and the objections and criticisms that his or her work may give rise to.

**6 - LENGTH OF THE DOCTORATE**

The guideline length for preparing a thesis is three years full time dedicated to research and six years maximum part time.

All PhD students must be registered at the start of each university year, except in certain cases of an intermission.

**Intermission**

In accordance with the Order of 25th May 2016, the PhD student can request to temporarily suspend his or her research for a maximum period of one year, not counted as part of the doctorate time period. The procedure for requesting intermission can be viewed in the institution or attached doctoral school. The different stakeholders must ensure that this year is not just an intermission in the training but also in the PhD student's research activity. The institution must ensure that no pressure is placed for this intermission year to be used for undeclared work. Moreover, it must also ensure that the thesis supervisor does not make the intermission year a standard part of the running of the doctorate.

**Extension**

When the thesis is not defended at the end of the anticipated guideline period, the PhD student must request an exceptional enrolment for each additional year.

Any special re-enrolment request must be justified and accompanied by a document summarising the progress of the work, specifying back-planning and giving a provisional defence date. This document must be signed jointly by the thesis supervisor and co-supervisor. The special re-enrolment is authorised by the head of the institution, at the proposal of the thesis supervisor and following the opinion of the thesis monitoring committee and the head of the doctoral school.

The extension must not substantially alter the nature and quantity of the research work as was defined initially.

In the event of an extension of the doctorate, the funding of the PhD student will occur in accordance with the clauses in place in the doctoral school upon which he or she depends.

**Withdrawal**

The doctoral school and the PhD student's thesis supervisor must be informed by the PhD student of the planned cessation of a doctorate.

**7 - THESIS DEFENCE**

The authorisation of the thesis defence before the third enrolment is subject to a decision from the head of the institution following the advice of the head of the doctoral school and subject to a proposal from the thesis supervisor, at the justified request of the candidate.

To be able to defend the thesis, the PhD student must have confirmed the amount of training required by the associated doctoral school. All PhD students must account for training in ethics and scientific integrity. Equally, he/she provides paper copies to the members of the panel, when they have requested it. The institution therefore ensures the printing of the thesis from a digital medium.

The thesis supervisor and the thesis co-supervisor suggest, to the head of the institution, via the head of the doctoral school, the make-up of the panel and the thesis defence date in accordance with the regulatory procedures in force in the institution at which the student is enrolled.

**8 - RESPECTING COPYRIGHT - RIGHT OF QUOTATION**

In accordance with article L.122-4 of the Intellectual Property Code, any partial or whole representation or reproduction undertaken without the consent of the author or his/her beneficiaries or assignees is illegal. The same applies for translation, adaptation or transformation, arrangement or reproduction by any technique or process. In addition to the cases of article L.122-5 of the Intellectual Property Code, the PhD student must apply for the necessary authorisations from authors and their beneficiaries.

When images or figures are reproduced, the PhD student will submit a request to the author or his/her beneficiaries.

Following the presentation of work giving rise to an assessment, "academic plagiarism" consists of presenting as one's own, work that is wholly or partially comprised of the texts of another, while omitting, deliberately or through negligence, citations for their references.

The illicit reproduction of a protected work can take the following forms:

* Recopying all of the content of a completed model (whatever the medium), presented as your own,
* Reproducing, via copy-paste or any other process, all or a part of existing documents, without citing the sources,
* Paraphrasing (summarising in very similar terms) or repeating the formal structure of existing original works[[2]](#footnote-2).
* Translating a text without reference to the original source.

As far as this concerns behaviour presumed to be misleading and not allowing the actual competencies, the analytical capacity or the development of the PhD student's personal work to be measured, suspected plagiarism[[3]](#footnote-3) can give rise to disciplinary proceedings for fraud under the conditions provided by articles R712-9 et seq. of the Education Code.

**9 - CONFIDENTIALITY**

Due to his or her participation in the activities of the laboratory, the PhD student will be required to have knowledge of information relating to research projects (especially industrial) which are being developed there. The PhD student commits to considering, and keeping as strictly confidential, the information, results and knowledge of whatever nature it may be that he or she could gather, until it has been made accessible to the public through no fault of his or her own, by direct disclosure (publication, oral presentation, etc.), by protection in terms of intellectual property or by any other form.

This confidentiality is extended to all the research activities of the other university laboratories of which the PhD student may have knowledge.

This overall confidentiality requirement from the PhD student shall remain in force throughout the duration of his or her thesis and for five (5) years following the end of the thesis, subject to contrary applicable stipulations, notably in the event of a partnership with third parties.

**10 - INTELLECTUAL PROPERTY - PUBLICATION AND PROMOTION/UTILISATION OF THE THESIS**

10.1. INTELLECTUAL PROPERTY

10.1.1 Throughout their course, the PhD student will benefit from professorial, scientific and technical support from the University and will have access to knowledge and expertise from it. In this environment, he or she may obtain results subject to intellectual property rights (such as, but not limited to, expertise, patents, software, databases, copyrights, etc.). In this case, the PhD student, in partnership with his or her thesis supervisor, will approach the Promotion/utilisation and Copyright department of the University as soon as possible.

10.1.2 PHD STUDENT INVENTOR / AUTHOR REMUNERATION PROCEDURES

10.1.2.1. EMPLOYED PHD STUDENT

The employed or equivalent PhD student shall be subject to the legal regime on the use of inventions/works of employees provided for by French Intellectual Property law.

10.1.2.2. A PHD STUDENT WHO IS NOT EMPLOYED

The results obtained by a PhD student who is not employed (or equivalent) will be managed as follows: the works and inventions obtained by the PhD student belong to him or her. In the case of works and inventions obtained by the PhD student with third parties (other researchers from the laboratory, etc.), they will be subject to co-ownership.

If after contact with the Promotion/Utilisation and Copyright department of the University as provided for in article

10.1.1 here-above, the University expresses its interest, the parties will negotiate, in good faith, the conditions for the promotion/utilisation of said results in the best joint interests of the PhD student who is not employed (or equivalent) and the University, as required as part of a rights assignment.

10.1.3. RIGHT OF AUTHORSHIP

In any event, if the PhD student can be recognised as an inventor or author under the meaning of the Intellectual Property Code, his or her name shall be mentioned in this regard on the title of the intellectual property concerned and/or publications.

10.2. PUBLICATION

Considering the importance of the publications, patents and industry reports coming from the work, the thesis supervisor (and, if required, the thesis co-supervisor), must encourage the PhD student to publish throughout his or her thesis, and more generally to ensure the circulation of his or her work, notably via taking part in symposia, seminars, etc. However, if the information contained in a publication or presentation project must be subject to protection in terms of intellectual copyright (notably patents, a declaration to the software protection agency, etc.), it is advisable that the publication (or presentation) is able to be delayed for a period defined beforehand, in consultation with the thesis supervisor and the Promotion/utilisation and Copyright department of the University. Any publication or communication shall respect the procedure in place within the University.

The PhD student will be mentioned as the author or co-author of any publication mentioning his or her thesis works.

10.3. RIGHT OF DISCLOSURE OF THE WORK

It is advisable that the PhD student is committed, in accordance with the publication affiliation methods in place in the University to:

- not publishing anything on his or her thesis work without consultation with his or her thesis supervisor

- respecting the confidentiality conditions which have been imposed on him or her and the usual consultation practices with possible external partners, or the rules established contractually when the funding of the thesis is ensured in part by a partner.

10.4. LABORATORY NOTEBOOK

The thesis supervisor and, if required, the thesis co-supervisors will put in place all the means to ensure the promotion of the use of laboratory notebooks by the PhD student, which will ensure the traceability of the work. Following the thesis, the laboratory notebook shall remain the property of the University. The PhD student will be able to receive a copy of it.

**11 - MEDIATION PROCEDURES**

An individual PhD student monitoring committee ensures the smooth running of the course and notably prevents any form of conflict, discrimination or harassment. It can play a mediation role and must therefore inform the director of the laboratory and the head of the doctoral school of any potential or stated conflict.

Any persistent conflict between the PhD student and the thesis supervisor (and, if relevant, the thesis co-supervisor), shall be brought to the attention of the laboratory director, who will strive to solve it.

If the conflict persists, the PhD student, the thesis supervisor (or the thesis co-supervisor(s)), or the laboratory director refer it to the head of the doctoral school. The head will call on a mediator who, without taking away his or her responsibilities, listens to the parties and offers a solution that is acceptable to all. The mission of mediator implies impartiality.

In the event mediation fails, the PhD student or one of the other signatories of this charter can request, from the Head of the Institution, for the nomination by the Scientific Council of a mediator coming from the university community, possibly from outside of the institution. Finally, a final recourse can be made with the Head of the Institution authorised to take all the recommendations required in order to resolve the conflict between the thesis supervisor (and, where relevant, the thesis co-supervisor) and the PhD student. As a last resort, the Head of the Institution is authorised to designate, with the agreement of the PhD student, a new thesis supervisor.

Contractual PhD students can appeal to the Joint Advisory Committee for Non-Permanent Staff (CCP-ANT) for any reason concerning the application of a work contract.

In all these processes, the PhD student can be supported by a member of the institution, chosen by him/her.

**12 - SUBMISSION AND DISTRIBUTION OF THE THESIS**

The provisions of the Order of 25th May 2016 relating to the submission, description, distribution and conservation methods of theses or works presented via a thesis defence in preparation for the doctorate apply.

At the time of the thesis defence, the PhD student commits to submitting his or her definitive thesis in accordance with the aforementioned provisions and methods in place in the institution at which he or she is enrolled.

The thesis manuscript is written in French in accordance with the law, except in the case of a joint internationally supervised thesis (cotutelle). However, in the event that the PhD student is not a French speaker or the PhD student is a French speaker but one of the examiner report writers is not a French speaker, the thesis manuscript can be written and the thesis presented in a foreign language, following the agreement of the head of the doctoral school and the Vice Chair of the Scientific Council. In this case a 5 to 10 page French abstract of the manuscript is required. In the event a doctorate is carried out via international joint supervision (cotutelle), the language in which the thesis is written is therefore defined by the international cotutelle agreement concluded between the contracting institutions.

When the distribution is authorised, the methods are defined by the institution at which the student is enrolled.

**13 - MISCELLANEOUS AND TRANSITIONAL PROVISIONS**

The CLED (Collège Lorrain des Ecoles Doctorales) Board shall examine the possible modification proposals of the present Doctoral Charter every year. These modification proposals shall give rise to a vote by the boards of the doctoral schools.

1. « Contribution à la Vie Etudiante et de Campus ». Since the academic year 2018-2019, students admitted to a French institution of higher education are subject to a tax known as the CVEC, which helps to finance on-campus programs that enhance the student experience. (the amount of the tax is 90€, applicable in 2018-2019). This tax is not collected by universities but by a national organisation. [↑](#footnote-ref-1)
2. *Council of State, 23rd February 2009, "Mme B-R" (Mrs B-R), Appeal* *No.310277* [↑](#footnote-ref-2)
3. *Suspected plagiarism can also give rise to legal proceedings from "plagiarised" authors, as plagiarism can be understood as an infringement offence (violation of copyright) and is punishable by civil or criminal law.* [↑](#footnote-ref-3)