

DOCTORAL CHARTER



Having regard to the decree of 25 May 2016 establishing the national framework for doctoral training and the modalities allowing the awarding of national doctorate degrees;
Having regard to the amending decision of 2015 of the MENESER allowing for the transfer to the Community of Faculties and Institutions of the University of Normandy (ComUE Normandie Université) of doctoral colleges and institutions in Normandy and their accreditation to award certified doctorate degrees;
Having regard to the decision of 28 November 2016 of the Academic Council of the University of Normandy;
Having regard to the charter of 28 November 2016 concerning the submission and the diffusion of doctoral theses awarded by the University of Normandy.

The present doctoral charter defines the principles established by the Community of Faculties and Institutions of the Normandy University (ComUE Normandie Université) in delivering national doctorate degrees. Doctoral students are registered in a member institution of the Normandy University, designated below as the “higher educational institution.”

The terms “doctoral student” and “thesis supervisor” used in the present charter are generic and respectively represent both female and male doctoral students, and both female and male thesis supervisors. With “thesis supervisor” the present charter refers to single thesis supervisors or, in the case of co-supervision, co-supervisors.

ARTICLE 1 – AIMS OF THE DOCTORAL CHARTER

The preparation of a doctoral thesis is based on a freely concluded agreement between the doctoral student and the thesis supervisor during the recruitment of the new researcher. This agreement establishes a precise definition of the research topic and the working conditions required to carry out the research, including the financial conditions.

The doctoral charter formalizes the reciprocal commitments of the doctoral student, the thesis supervisor, the director of the research unit, the director of the doctoral school and the head of the institution where the doctoral student is registered. It is signed by all parties when the student registers as a doctoral student.

The parties committed by this charter are:

- the doctoral student, who commits to applying any means at his/her disposal to successfully complete the previously defined research project and to carry out any training activities required both to conduct the research work and to complete his/her professional project.
- the thesis supervisor, who bears the scientific responsibility for the work, supervises it and ensures that the doctoral student can take part in the training activities offered by the doctoral school and by the College of Doctoral Schools (Collège des Ecoles Doctorales, CED).
- The director of the research unit in which the doctoral student carries out the research, who ensures that the doctoral student is properly integrated in the unit and that the necessary working conditions to allow a successful completion of the research project are fulfilled.
- the doctoral school, which is supported by the University of Normandy, and which brings together the research units that receive doctoral students, participates in their recruitment, organizes their training, helps them to prepare for their further professional career and oversees compliance with the provisions established in the present charter.

- The higher educational institution in which the doctoral student is registered.

ARTICLE 2 - THE THESIS: A STAGE IN A PERSONAL AND PROFESSIONAL PROJECT

Preparing a thesis must be a part of a personal and professional project that has clearly defined aims and requirements. This implies establishing clear objectives and determining the means to attain these objectives.

The doctoral student must be informed of all professional career opportunities in his/her field. National statistics concerning the careers of researchers and concerning the professional careers of doctors trained in his/her research unit and in his/her doctoral school shall be conveyed to the doctoral student by the thesis supervisor and by the board of the doctoral school.

In view of the need to inform future doctoral students about the professional career opportunities which their degree offers, all doctoral students who have been awarded their doctorate degree must inform their thesis director as well as the director of their doctoral school of their professional status during the four years following the granting of the degree. After graduation the doctoral student also commits to replying to any questionnaires sent out by the University of Normandy, and to indicating to enquetedocteurs@normandie-univ.fr any changes in email address or telephone contact information during that same period, as well as filling in and regularly updating the register of doctors of his/her doctoral school.

The higher educational institution commits to maintaining an active online address for all its former doctoral students over a period of several years after they have obtained their degree.

As a registered student of a doctoral school, the doctoral student must comply with the regulations of that school, specifically those concerning participation in courses, conferences and seminars offered by the school. The doctoral student's choice of future professional career must be discussed during meetings with the thesis supervisor, and he/she must receive guidance from the doctoral school during the course of the doctoral training. Additional training will be offered with the aim of broadening the student's competences. However, the student must, with the guidance of the doctoral school, define and put in place strategies that will enhance his/her own entry into the professional world. This can include participation in the "journées Doctoriales®" or any other training or course offered by the College of Doctoral Schools (Collège des Ecoles Doctorales, CED) of the University of Normandy.

ARTICLE 3 – TOPIC AND FEASIBILITY OF THE THESIS

The research topic, the thesis context and the research unit are determined upon the student's registration as a doctoral student. The thesis topic leads to work that is both original and educational and is feasible within the prescribed time limit. The choice of thesis topic arises from an agreement between the new researcher and the thesis supervisor. The thesis supervisor, who is called upon because of his/her status as a specialist in the field in question, must help the doctoral student to draw out the topic's innovative aspects in the given scientific context, and must ensure its current relevance; he/she must also ensure that the doctoral student shows initiative and a spirit of innovation during the research process.

Before starting out on the doctorate, the thesis supervisor and the director of the research unit must define the means and resources that will be necessary to bring the work to completion, and must guarantee the accessibility of these means. To this end the doctoral student is integrated as a fully-fledged researcher into the research unit.

Unless requested otherwise by either the doctoral student or the thesis supervisor, the topic of the thesis is published on the French national theses homepage (theses.fr).

ARTICLE 4 – THESIS SUPERVISION, FOLLOW-UP AND FEEDBACK

The doctoral student can ask his/her doctoral school how many theses his/her thesis supervisor is supervising. Indeed a thesis supervisor cannot efficiently supervise more than a certain number of researchers at the same time if he/she wants to give the supervised work the necessary attention. The maximum number of doctoral students that can be supervised at the same time by one thesis supervisor is determined by the Academic Council of the University of Normandy on a proposal from the doctoral school to which the thesis supervisor belongs (this number is mentioned in the internal regulations of each doctoral

school). The doctoral student is entitled to individual supervision from his/her thesis supervisor, who commits to consecrating a significant part of his/her time to the student.

The doctoral student commits to working within a time frame and at a certain work pace. He/she has the duty to regularly inform the thesis supervisor and the doctoral school about the progress of his/her thesis research and any encountered difficulties.

To this aim the doctoral student commits to submitting as many notes and/or progress reports as the research topic requires, and to presenting research work during the seminars organized by the research unit.

The thesis supervisor commits to regularly following and giving feedback on the progress of the research, and to discussing any new directions this research may take in view of the results produced. He/she must inform the doctoral student of the positive appreciation or the objections and criticism the research work may receive, and propose ways of improving it.

The doctoral student must respect a number of rules regarding life in the university community and regarding scientific ethics and integrity. He/she complies with the internal regulations of the research unit and with those of the higher educational institution. The doctoral student should not be called upon to compensate for possible shortcomings in the technical support offered by his/her laboratory and should not be given tasks that do not contribute to the progress of his/her thesis research other than the technical tasks normally assigned to members of the research unit. If the research project is carried out through a partnership with a private or public entity, work bearing no connection to his/her research may not be imposed upon the doctoral student.

The doctoral school, for its part, ensures that an individual follow-up committee is set up for the doctoral student, consisting of members who do not participate in the supervision of the research. This committee shall ensure the normal progression of the research training, and shall, through an interview with the doctoral student, evaluate whether the appropriate conditions for training and for the research to progress are met, formulate any recommendations for improvement, and submit a report of the interview to the director of the doctoral school, to the doctoral student and to the thesis supervisor. The committee shall also address any type of potential conflict, discrimination or harassment, and assess the reregistration of the doctoral student from the third year of the student's registration onwards.

ARTICLE 5 – FUNDING OF THE THESIS

If the doctoral student has a salaried contract, he/she receives a salary for his/her research activities during the reference term of the thesis (i.e. 36 months) and by virtue of a work contract with the doctoral training school or with any other employer.

All doctoral students must be able to present proper funding in compliance with the minimum financial requirements set out in the internal regulations of the doctoral school and endorsed by the Academic Council of the University of Normandy, or must have another professional employment or activity which the doctoral research comes to complement as an additional training course (for secondary grade teachers, psychologists, people working in the medical or legal professions, ...).

The doctoral student's scientific, material and financial situation during the course of the thesis must be agreed upon between the doctoral student, the thesis supervisor, the director of the research unit and the director of the doctoral school.

ARTICLE 6 – DURATION OF THE THESIS

A thesis constitutes a step both in a research process and in the management of a research project. In accordance with the nature of doctoral training and in the interests of the doctoral student, this step must therefore meet the required deadlines.

The duration of a thesis is 3 years for doctoral students on a full-time thesis contract and a maximum of 6 years for all other cases. Extensions may be granted by way of a derogation from the head of the higher educational institution, in accordance with article 14 of the decree of 25 May 2016.

Exceptionally and upon the doctoral student's motivated request, an indivisible suspension period of no more than one year may be granted. In such cases the doctoral student temporarily suspends training but remains registered in the higher educational institution. This period is not counted as part of the thesis duration.

In any case the preparation of a thesis entails the annual renewal of the doctoral student's registration in the higher educational institution. If work on the thesis is halted, this must be indicated to the doctoral school by the doctoral student and by the thesis supervisor. Any interruption of work on the thesis, signaled through an interruption in the doctoral student's registration, is regarded as a renouncement.

ARTICLE 7 – TRAINING CONTRACT

In application of the present doctoral charter a training contract is signed by the thesis supervisor and the doctoral student upon the student's first registration, and this contract is annually revisable. It specifies the scientific, material, and financial conditions guaranteeing proper progress in the doctoral student's training and research work.

ARTICLE 8 – MEDIATION PROCEDURES

The director of the doctoral school must be given notice of any unresolved conflict between the doctoral student and the thesis supervisor, or between the doctoral student and the director of the research unit, and must, in concertation with the parties involved, try to mediate and find a solution acceptable to all parties.

If the mediation fails or if the conflict implies the director of the doctoral school, any of the signing parties of the present charter can appeal to two mediators appointed by the Research Commission or by the Scientific commission of the institution, one of whom works in the same field as that concerned by the thesis research, and one who works outside of the field. This procedure can also be used when a suspension or a cancellation of the research work is considered. During the mediation process, the doctoral student can choose to be accompanied by a teacher-researcher who is member of one of the boards of Normandy University or of a higher educational institution.

In any case, a report must be written up which mentions the proposals and decisions taken during the mediation process. This report is signed by the doctoral student, the thesis supervisor, the director of the doctoral school and the head of the higher educational institution, and is kept by the doctoral school. In case of a renouncement of the thesis and upon the request of the doctoral student, the thesis supervisor and the director of the doctoral school will present the doctoral student with a co-signed "certificate of research activity." This certificate specifies the nature and the duration of the work that was undertaken as well as the research context. The doctoral student may use this certificate to any appropriate purposes.

ARTICLE 9 – DISCONTINUATION OF REGISTRATION FOR DOCTORAL TRAINING

If the thesis supervisor refuses the reregistration of a doctoral student, it is the director of the doctoral school who informs the student of this refusal. The doctoral student can ask the research commission or the scientific council of his/her higher educational institution to emit a second opinion. The final decision not to renew the registration of a doctoral student is taken by the head of the institution who also notifies the doctoral student of that decision. In any case, the decision not to renew a registration for doctoral thesis training can only be taken when it has been certified that the doctoral student does not comply with his/her commitments as stipulated in the present charter, and on the basis of verified facts.

ARTICLE 10 - SUBMISSION AND DIFFUSION OF THE THESIS

The modalities for submitting and diffusing theses and the commitments of both the author and the University of Normandy regarding these issues are set out in the charter on the submission and diffusion of theses of the University of Normandy. The convention stipulating the modalities of online publication which arises from that charter is signed by the doctoral student and by the head of the higher educational institution.

ARTICLE 11 – THESIS VIVA

The thesis supervisor submits the composition of the jury and the date of the thesis viva to the head of the higher educational institution through the director of the doctoral school, in observance of the legal framework regulating thesis vivas, and in observance of the University of Normandy's own regulations.

ARTICLE 12 – CONFIDENTIALITY

As a member of a research unit, the doctoral student is aware of information on research projects for which his/her research unit is either still seeking a contract or which the research laboratory is already developing. To protect the unit from breaches of intellectual property rights or from any other breach of confidentiality, the doctoral student commits to considering any such information as strictly confidential and to retaining as confidential any information, results, and know-how of any nature which he/she may have or be able to obtain until the data have been published, without his/her doing, and through direct publication (written publication or oral communication).

The doctoral student recognizes that he/she is bound by an obligation of secrecy towards the University of Normandy and any third parties involved. He/she commits to retaining confidentiality and to refraining from divulging any information for the entire duration of the doctoral training and for five years following the end of the doctoral training.

ARTICLE 13 – PROTECTION OF COPYRIGHT – QUOTATION RIGHTS

Plagiarism is forbidden. The doctoral student recognizes that he/she is aware of the rules and laws governing intellectual and artistic property rights and commits to respecting these rules.

In accordance with article L.122-4 of the French Intellectual Property Code, any integral or partial representation or reproduction made without the explicit consent of the author or the copyright holders, assignees or beneficiaries of the work in question is illegal. The same applies to its translation, adaptation, transformation, arrangement or reproduction by any artistic means or through any other procedure. Apart from the exceptions mentioned in article L.122-5 of the French Intellectual Property Code (particularly the section concerning the publication of extracts) the doctoral student must obtain any authorization necessary from the author, copyright assignees or beneficiaries. In the case of reproduction of images or figures, the doctoral student must ask for permission from the author, copyright assignees or beneficiaries

ARTICLE 14 – INTELLECTUAL PROPERTY

14-1 PROPERTY RIGHTS

For the duration of the thesis training, the doctoral student receives the support from professors and lecturers as well as scientific and technical support provided by the University of Normandy and has access to the knowledge and know-how available through this support. In this environment and during the realization of the thesis project, he/she may obtain findings or results that are governed by intellectual property rights.

The doctoral student must inform the thesis supervisor and the head of the research unit of any publication of results. In the case of commercially or otherwise exploitable results, including findings yielded by software or by biological materials, the doctoral student must also inform the Research Commercialization and Exploitation Service of the University of Normandy and, if applicable, the employer who is paying for the research work. The doctoral student commits to respecting the intellectual property rights which apply to the results in question.

The work of salaried doctoral students is regulated by the legal framework concerning employees' inventions, as stipulated in the French Intellectual Property Code (article 611-7).

Results and findings obtained by unsalaried doctoral students are managed as follows: if the University of Normandy shows an interest in the results, the parties involved will negotiate in good faith the conditions under which the results should be exploited or commercialized in the best interest of both the unsalaried doctoral student and the University of Normandy, and, if necessary, this will involve a contract for copyright transfer. Otherwise, the University of Normandy abandons its claim to copyright in the interest of the doctoral student.

If information contained in a publication or communication needs to be protected by copyright law (for instance patents or declarations to be made with the French National Agency for the Protection of Software), it is agreed that the publication (or communication) of this information may be delayed for a time period that has

been previously determined in agreement with the thesis supervisor and the Research Commercialization and Exploitation Service of the University of Normandy.

If the doctoral student can be considered as inventor (or author), in the sense defined by the French Intellectual Property Code, his/her name will be mentioned in that quality on the intellectual property license in question.

After the doctorate degree has been awarded, in fields of study where a laboratory notebook is used, the notebook remains the property of the University of Normandy. The doctoral student can receive a copy of the notebook but must respect the existing regulations regarding confidentiality.

14-2 - PUBLICATION, COMMERCIALIZATION AND EXPLOITATION OF THE THESIS

The quality and the impact of the thesis can be measured through the written exploitation of the doctoral student's research, specifically through publications, patents and industrial reports based on the doctoral student's work, whether this draws on the actual thesis itself or on articles written during or after the preparation of the thesis manuscript.

The publication of thesis research findings and results has to comply with copyright law. The doctoral student's name must appear as that of the author or co-author of any publications linked to the research. The doctoral student must also be given the opportunity to orally exploit the research by presenting his/her work in scientific gatherings, "doctoral conferences," seminars or national or international conferences. For the duration of the doctoral research, the doctoral student agrees to :

- refrain from publishing or communicating on the thesis research without the permission of his/her thesis supervisor and/or the director of his/her research unit;
- respect the confidentiality rules and conditions which were imposed, follow the customary practice of concerting with potential external partners, or respect the rules established by contract when funding for the thesis is covered completely or partly by a partner.

The thesis director and the director of the research unit agree to

- mention the doctoral student's name as co-author in any written publications or oral communications arising from the doctoral student's research, including after the thesis viva;
- incite the doctoral student to publish his/her work (alone or as co-author);
- advise the doctoral student on a strategy to exploit the research work commercially or otherwise, and help in the preparation of publications and scientific presentations in journals and at conferences;
- take charge of the financial cost of the doctoral student's scientific missions when one of the student's papers has been accepted for presentation at a conference, in accordance with the regulations both of the research unit and of the doctoral school;
- allow for a general valorization of the doctoral student's work.

In cases where the thesis requires secrecy to be continued after the viva, the thesis director must address a confidentiality request to the President/Director of the higher educational institution which includes recommendations from the head of the doctoral school. The President/Director will then set the duration of the confidentiality period, determined freely in accordance with the situation, the scientific field and the economic value of the research.

ARTICLE 15 – SPECIFIC PROVISIONS

If the doctorate degree is carried out through a partnership with another university, both parties will comply with the specific provisions stipulated in the partnership agreement, of which the signatories of the present charter will have been duly informed.

The higher educational institution, on behalf of the University of Normandy, commits to undertaking any necessary actions to ensure that the principles set out in the present charter are respected for theses that are carried out under such partnership agreements.

COMMITMENT OF THE SIGNATORIES OF THE DOCTORAL CHARTER

The undersigned declare that they have been duly informed of the various provisions included in the present Doctoral Charter, as drawn up by the University of Normandy in accordance with the decree of 25 May 2016 and as approved by its Academic Council.

They agree to respect these provisions.

Signed on /.... /....., on two original copies (one for the doctoral student and one for the higher educational institution).

<p>Date :/...../..... The doctoral student (<i>name, first name, signature</i>)</p>	<p>Date :/...../..... The thesis supervisor (<i>name, first name, signature</i>)</p>
<p>Date :/...../..... The thesis co-supervisor (<i>name, first name, signature</i>)</p>	<p>Date :/...../..... The director of the research unit (<i>name, first name, signature</i>)</p> <p>Label, n°, title and stamp:</p>
<p>Date :/...../..... The director of the doctoral school (<i>name, first name, signature</i>)</p> <p>N°, title and stamp</p>	<p>Date :/...../..... The director or president of the higher educational institution (<i>name, first name, signature</i>)</p>
<p>Date :/...../..... M. Innocent MUTABAZI, président of Normandy University (<i>signature</i>)</p>	