

## AGREEMENT

### for a joint degree PhD Programme

between

The **Ecole polytechnique fédérale de Lausanne**,  
Bâtiment CE 3 316, Station 1, CH-1015 Lausanne, hereinafter referred to as the « EPFL »,  
represented by its Provost, Prof. Philippe Gillet,  
and its Vice-provost for Research, Prof. Andreas Mortensen,

and

The **Ecole normale supérieure de Lyon**, 15 parvis René Descartes - BP 7000 69342 Lyon Cedex 07  
(France) hereinafter referred to as the « ENS de Lyon »,  
represented by its President, Prof. Jean-François Pinton,

hereinafter collectively referred to as the « Parties » or individually referred to as a « Party »;

Whereas, the Parties have agreed on the principle of awarding a joint PhD to commonly selected doctoral candidates ("Accord Cadre de Cooperation", Lyon, 10 July 2012);

Whereas, the Parties wish to stress the main points of their respective doctoral school study process and rules in order to lay down in an agreement (the « Agreement ») the basic academic framework regarding joint PhD theses of their institutions;

Whereas provisions of the Agreement, particularly those relating to the protection of thesis topics as well as the publication, use and protection of the results of research common to the two host universities of the doctoral candidate are required to be in conformity both with the specific procedures in each of the two countries as well as the relevant internal regulations of each institution;

It is agreed as follows:

#### **Article 1**

The Agreement sets the basic academic framework regarding the joint EPFL and ENS de Lyon PhD. For each candidate, the Parties will agree on concrete implementation provisions before the joint doctoral candidate commences his/her joint enrolment.

#### **Article 2**

The joint doctoral candidates pay the doctoral fees required

- by the EPFL (registration fee and fee to be paid before the oral thesis exam)
- by the ENS de Lyon two years out of the four years of study (exoneration of payment of two years upon presentation of proof of payment at the EPFL).

#### **Article 3**

Commonly selected doctoral candidates should be admitted and enrolled at both Parties. At EPFL the doctoral candidate must be admitted to one of EPFL's doctoral programs, and at ENS de Lyon the doctoral candidate must be admitted to one of ENS de Lyon's doctoral programs.

#### **Article 4**

Joint doctoral candidates must be supervised and directed jointly by a thesis director at each of the Parties. The thesis directors shall hold their role and be responsible in the matter towards their respective institution. The two thesis directors shall supervise the doctoral candidate in collaboration and consensus. In case of disagreement between the two directors that cannot be resolved, the thesis shall cease to be joint and the doctoral candidate shall remain registered at only one of the two Parties. The candidate's choice shall be taken into account in deciding the institution at which the candidate shall remain registered.

#### **Article 5**

Joint doctoral candidates shall share their thesis work time between the Parties, according to a timetable jointly drawn up by the two thesis directors at the start of the thesis and updated yearly. The timetable shall take into consideration the obligation of the joint doctoral candidate to participate in teaching activities at the EPFL.

The planned duration to undertake the research should not exceed four years from the date of the first administrative registration into a doctoral program. The period of four years may be extended with the agreement of the Parties following a recommendation of the two thesis directors made six months before the date at which the thesis is scheduled to end.

**Article 6**

At the end of the first year, joint doctoral candidates shall meet the EPFL requirements at this stage, including succeeding at the candidacy examination, in order to be admitted for thesis preparation and thereby be admitted to pursue their work at the EPFL.

At the end of the third year, joint doctoral candidates shall meet the ENS de Lyon requirements at this stage in order to get the authorization of enrolment in the fourth year of doctoral degree at the ENS de Lyon.

**Article 7**

Every year, joint doctoral candidates shall submit an annual report to the thesis directors in order to validate the progress of their work.

**Article 8**

Joint doctoral candidates shall obtain all the credits (ECTS) demanded by the study plan of EPFL's doctoral program. They can earn the credits by succeeding at doctoral courses from either of the Parties.

**Article 9**

The thesis exam will take place at one of the two Parties, and will start with a one-hour public defence where the doctoral candidate will make a presentation of around 30 minutes for the general public and examination jury. The general public will then be allowed to ask questions following the rules of the ENS de Lyon public defence. Immediately after this public defence a private exam takes place, where the examination jury members will ask their questions to the doctoral candidate. The private exam takes generally one hour, but there is no maximum duration.

A single report on this combined public defence and private exam, signed by all the members of the examining committee, will be established in the two languages of the laboratories receiving the Joint doctoral candidates.

The doctoral candidates shall present the results of their research at an open seminar held at the other party.

**Article 10**

The examination jury shall include the president of the jury, both thesis directors, one examiner external to both Parties, one examiner from each Party, all jointly nominated and approved by both Parties' competent authorities. The jury must be formed of exactly five members plus its president; all are required to have gained the academic rank of Doctor after having defended a thesis or provided evidence of expert knowledge of an equivalent level. The president of the jury shall be nominated by common accord between the competent authorities of the Parties and shall be aware of the rules of both Parties so as to ensure that these will be respected.

**Article 11**

The doctoral title shall be awarded as a single joint degree from the Parties. The degree shall bear signatures of the Parties.

**Article 12**

The Parties shall for their own good remind the doctoral candidates about their duties related to the special terms and provisions applying within their respective institutions regarding the intellectual property and the confidentiality of the information they might get acquainted with during their work.

The Parties undertake to abide by the strictest ethical rules in force in their country and institution.

**Article 13**

The Agreement shall come into force on 1 July 2016 and has a duration of five years even if the "Accord Cadre de Cooperation" signed 10 July 2012 expires. The Parties may each terminate the Agreement by the giving of a prior one-year written previous notice by registered mail with acknowledgement of receipt. Upon the termination, the Agreement shall continue and survive until the last doctoral candidate enrolled under the Agreement has finished his work.

**Article 14**

Any dispute arising under the Agreement shall be settled under the rules of the ordinary court of the defendant. The jurisdictional venue will be in the town of the defendant and the applicable law will be the law of the country in which the town is situated, excluding international law. The Parties shall use their best endeavours to immediately resolve the dispute amicably.

For the Ecole polytechnique fédérale de Lausanne

Prof. Philippe Gillet

Provost

Date:

Signature

Prof. Andreas Mortensen

Vice-provost for Research

Date:

Signature

4 JUL. 2016

For the ENS de Lyon

Prof. Jean-François Pinton

Président

Date: 19.07.16

Signature