

INTERNATIONAL RELATIVISTIC ASTROPHYSICS PhD (IRAP PhD)

Including the

ERASMUS MUNDUS JOINT DOCTORATE (EMJD) program

DOCTORAL CANDIDATE AGREEMENT

I. Preamble

1. Scope

This agreement defines the academic, research, financial and administrative details of the Doctoral Candidate's participation in the **IRAPPhD** for the 2010-2013 call. The rules regulating the IRAP PhD have been fixed in the **Consortium Agreement**, signed by each Institution Head (President, Rector, Director or equivalent).

2. Doctoral Candidate

Given Name:

Surname:

Nationality:

Date of birth:

Place and country of birth:

The Candidate's work will have to be performed in at least two Partner Institutions of the IRAP PhD, in different countries, according to the rules set forth in the **Consortium Agreement**.

3. Registration

The Candidate, Mr/Ms _____, is registered as Doctoral Candidate in all the Institutions of the Consortium according to the rules set in the Consortium Agreement. The yearly registration fees are paid in the Coordinating Institution and, if requested, in the Host Institution. The other Institutions agree to waive their registration fees.

4. Administrative procedures

All administrative procedures, such as yearly registrations, registration of coursework, special permissions, all procedures relative to the Thesis Defence, and their timetables are detailed below and must be strictly followed.

II. Academic issues

5. Thesis subject

The title of the Thesis chosen by Mr/Ms _____ is _____

6. Thesis Adviser and Co advisor

The thesis advisor is necessarily a Member of an IRAP PhD Institution. Both the thesis Advisor and Co-advisor are appointed by the Faculty following the Consortium Agreement.

The Adviser for the Thesis topic is

Title:

Given Name:

Surname:

Full Affiliation:

The Thesis Adviser takes full responsibility for the Candidate's work.

The IRAP PhD institution of the thesis advisor is the Host Institution of the Doctoral Candidate.

The Co adviser is

Title:

Given Name:

Surname:

Full Affiliation:

Her/his role is to assist in the Doctoral Candidate's scientific progress and fully accepts this responsibility.

7. Thesis work

The Doctoral Candidate acknowledges that his/her research work is a full-time activity. All additional professional activities are therefore excluded for the duration of the thesis work.

7.1 Duration of the thesis:

The statutory duration of the Thesis is 36 months. Extensions will be granted only on the basis of a specific application by the Candidate and for the following reasons:

a. Scientific motivation the Candidate will provide :

a detailed summary of the work accomplished, explaining the reasons why the research could not be completed within the allotted time;

a detailed and well-founded thesis plan for the period for which the extension is requested (one year maximum), including an expected date for the thesis defence;

b. Health reasons or pregnancy:

the Candidate will provide medical certificates attesting the condition;

a detailed summary of the work accomplished;

a detailed and well-founded thesis plan for the period for which the extension is requested (one year maximum), including an expected date for the thesis defence.

The extension will be granted by the Faculty upon examination of the recommendation of the Thesis Adviser and after receiving the agreement of the IRAP PhD Faculty.

7.2 Working language

The working language of the IRAP PhD is English. The Host and the Coordinating Institutions are strongly encouraged to offer language courses, possibly free of charge, to the IRAP PhD Doctoral Candidate to broaden her/his language skills and favour her/his insertion in the local social tissue (see point 8.2 below).

8. Academic training

8.1 Scientific exposure

The Candidate is strongly encouraged to participate in conferences, seminars, and classes that are organized by his/her Host Institution, along with activities organized in any of the IRAP PhD host Institution.

8.2 Joint scientific activities

Every year the Consortium will organize at least two one-month of joint scientific activities whose attendance will be mandatory for the Candidate where the different fields research of the program are illustrated by leading scientific personalities and Faculty of the Partners institutions. This initial month is crucial in having the students interact among themselves and the Faculty and define their program of research with their thesis advisors. The First month of activity will be in September, additional month will be in February March. The organizers will take attendance at each session and will transmit the records to the IRAP PhD faculty. The person in charge of each course will set appropriate forms of control of the knowledge acquired during these sessions.

Each Doctoral Candidate must validate at least 180 hours of courses ,lectures and seminars every year – as attested by the Faculty .

During their stay in the host institutions, in addition to courses, seminars and participation in topical schools, the students will also follow language courses in order to foster their practice and knowledge in languages such as English, French, German, Italian or Swedish.

9. Assessment of work progress

9.1 Duties of Doctoral Candidate

The Doctoral Candidate is required to provide her/his Thesis Adviser (and Co-Adviser, if applicable) of all necessary reports. It is her/his duty to point to the Thesis Adviser (Co-Adviser) any difficulty encountered. The frequency of regular work meetings (e.g. weekly periodicity) will be agreed upon at the beginning of the thesis between Doctoral Candidate and Adviser/Co-Adviser. All parties are bound to conform to the obligation of regular work meetings.

Two yearly reports on the progress of the thesis work will be prepared by the Doctoral Candidate and presented in the two one-month joint scientific activities mentioned in point 8.2. A full list of courses, seminars, conferences and other relevant activities carried out will be included. These reports will be also submitted to the Faculty

9.2 Duties of the Thesis Adviser

The Thesis Adviser accepts to reserve a significant part of her/his time to follow the Doctoral Candidate's work and takes full responsibility for the thesis supervision, even when a Thesis Co-Adviser contributes to it. She/he will actively participate in deciding how the work should progress on the basis of partial results, will point out to the Doctoral Candidate the scientific progress that her/his results are bringing, as well as the possible objections and criticism.

The Thesis Adviser, with the assistance of the Co-Adviser (if applicable), will discuss twice a year the progress report with the Doctoral Candidate, assess its content and propose the necessary modifications before it is sent to the Faculty. The Thesis advisor may submit an assessment to the Faculty, if deemed necessary, and particularly whenever problems with the Doctoral Candidate's work begin to appear. The Doctoral Candidate will receive a copy of such an assessment.

9.3 Faculty

The Faculty monitors the scientific progress of each Doctoral Candidate. In agreement with the Thesis Adviser and, if necessary, of additional experts sought for this purpose, the Faculty may suggest ways of improving the Candidate's overall progress.

10. Thesis Defence

The thesis will be subject to only one examination (thesis defence) recognized by all Degree Awarding Institutions. The thesis defence will take place at the Host Institution following the local rules and regulations. The Thesis Adviser and Co-Adviser (if applicable) shall be present at the Defence.

10.1 Language

The thesis will be written in English as the common language to all the Institution of the IRAP PhD. A summary in the language of the Host Institution may be required, depending on local regulations.

10.2 Authorization to defend the Thesis

The Thesis Adviser, in agreement with the Candidate, will propose to the Faculty at least two Referees, external to the IRAP PhD and its Partner Institutions, whose duty is to assess the quality of the manuscript and its correctness.

The Faculty will immediately inform the Doctoral Schools, of its decision and will nominate the Referees. The latter will receive the complete manuscript with sufficient time for a review – in any case no less than 2 weeks. Each Referee, following her/his assessment duly and amply documented in a written report in English, will recommend or not the autorisation for the Thesis Defence. The autorisation to defend the Thesis will be granted by the Host Institution hosting the Proceedings in agreement with the regulations stipulated in the Consortium Agreement.

10.3 Composition of the Defence Committee

The Thesis Adviser, in agreement with the Candidate, will propose the composition of the Defence Committee to the Faculty whose duty is to verify its compliance with the following rules, validated in the Consortium Agreement by all Degree Awarding Partner Institutions:

- it shall be composed by at least 3 and at most 8 members, all of them internationally recognized scholars in the field of the Thesis;
- Professors, or equivalent ranking scientist, will be in majority;
- at least two examiners will be from an Institution not member of the IRAP PhD;
- the referees (cf. paragraph 10.2) may be chosen as examiners.
- one Professor of a dregree granting Institution of IRAP Phd, not member of the Faculty

Finally, the defense committee is nominated by decret of President/Rector of one of the degree granting Institution on behalf of all the Partners.

10.4 Thesis Defence procedure

The Thesis Defence will be public and held in English: it will follow the guidelines detailed in the Consortium Agreement. A summary in the language of the Host University may be required, depending on local regulations.

11. Diploma awarding

After a successful completion of all the requirements for the Doctoral Degree, the Candidate will be awarded a joint degrees from all Partner Universities of the Consortium, as specified in the

Consortium Agreement. The Diplomas will be delivered by the competent Academic Authorities, according to the rules of each member country.

12. Intellectual Property

The Doctoral Candidate hereby agrees that:

- a. his/her Thesis manuscript's title and abstract will be posted on the IRAP PhD website when his/her degree is awarded;
- b. the Degree Awarding Universities may store and protect the Thesis Manuscript, following their respective rules and regulations.

Upon graduation, the new IRAP PhD Doctor will sign a disclosure contract allowing the IRAP PhD libraries and e-libraries to make his/her thesis available to the research community. This contract is not exclusive and may be revoked by the thesis author at any time. Furthermore, the disclosure contract will not be deemed as a copyright transfer. Hence, the results of the Candidate's work belong to their author (and co-authors, if applicable) and remain protected by intellectual property law.

III. Administrative issues

13. Obligations of the IRAP PhD Doctoral Candidate

13.1 Duties of the IRAP PhD Doctoral Candidate

The IRAP PhD Doctoral Candidate shall:

- a) carry out all the activities prescribed by the Programme, unless there are justified reasons connected to personal or family impediments timely notified to the IRAP PhD Faculty;
- b) conform to the rules and regulations stipulated in the Consortium Agreement and fulfill the conditions concerning reports and financial provisions;
- c) observe the rules and safety provisions of the Partner Institution in which she/he is working at any time. It is the duty of the Institution to inform the Doctoral Candidate of its safety and prevention measures;
- d) respect the same collective rules as the other Staff of the Research Unit to which she/he belongs and to share the same scientific ethic;
- e) maintain the confidentiality of any information received as confidential;
- f) inform as soon as possible her/his Host Institution and the Faculty of any circumstances that may influence her/his ability to fulfill the Programme's activities.

13.2 Responsibility

The obligations under paragraph 13.1 are strictly personal and cannot be transferred to any third party.

14. Institutional Duties

14.1 Duties of the Host Institution

The Candidate shall be a full member of the Research Unit in which he/she performs work. As such, the Candidate shall be assisted with procedures, especially upon arrival (visa, permits,

housing, insurance, access to a bank account, ...), and will be granted the means necessary to conduct research (research facilities, libraries, computing facilities, colloquia and seminars, possibility to present one's work ...). The Doctoral Candidate will be considered a temporary member of the Research Staff and will benefit of all the same facilities as the Permanent Staff.

The Doctoral Candidate shall also be made part of institutional social activities and shall be represented within the institutional political bodies, in agreement with the rules and regulations of the hosting country and of the Research Unit of the Partner Institution.

The Thesis Adviser and the Director of the Research Unit shall ensure that these Duties are fulfilled.

14.2 Duties of the Coordinating Institution

The Coordinating Institution ensures that the Candidate subscribes to proper medical care, personal liability insurance policies, and checks that these are not only effective but that they also cover for mobility and transition periods. The Coordinating Institution helps the Doctoral Candidate in planning and organizing his/her mobility periods among the Partner Institutions.

14.3 Duties of the Consortium

The Consortium organizes activities specifically aimed at maximizing the Candidate's high-level employment opportunities. Specifically, the Consortium will accompany the Candidate's insertion in research and professional networks, and provide project management seminars, tutorials on career development and intellectual property as well as teacher's training.

15. Temporary impediment and suspension of the activities

15.1: In case of pregnancy, sickness or other serious personal or family reasons which temporarily prevent the Doctoral Candidate from fulfilling her/his duties, s/he can interrupt the activities until the end of such impediment.

15.2: In the aforementioned cases, the duration of the contract shall be extended, by norm, for the equivalent duration of the interruption, unless otherwise decided by the financial supporter of the program.

15.3: In the above mentioned cases, the IRAP PhD Doctoral Candidate shall have the right solely to those allowances dispensed by the Social Security of the Host Institution.

IV. Financial issues

16.1 The financial issues for the IRAP PhD contract follows the term of the contract signed with the Coordinating Institution in case of EMJD students. For the other students of the IRAP PhD, the rules of the host Institution will apply. Additional Financial issues are defined in the Consortium Agreement.

16.2 The Doctoral Candidate is responsible for submitting the correct data concerning his/her bank account. Any fees incurred following the transfer to an incorrectly designated bank account will be

charged to the Doctoral Candidate.

16.3: The Coordinating Institution may stop the (monthly) payments for living allowances after adequate warning, in case the Candidate:

- a. does not pay the required registration fees (cf. paragraph 3);
- b. changes research project without the Faculty's approval;
- c. does not participate in the mandatory program's activities (cf. paragraphs 8.2);
- d. fails to submit a satisfactory progress reports (cf. paragraph 9.1);
- e. makes unsatisfactory progress in his/her research, as jointly established by the Thesis

Adviser, by the Faculty and by external experts who may be consulted for an ad hoc evaluation of the Doctoral Candidate's performance;

- f. in general fails to fulfil her/his obligations (cf. paragraphs 9.1, 13 and 15.1).

V. Modifications, mediation and cancellation procedures

17. Changes and amendments to the Agreement

17.1 Modifications to the present Agreement

It is the signatories' responsibility to inform in writing the Director of the Faculty of any changes this agreement may need. The Faculty shall be informed of any amendment. If the Thesis Adviser or the Thesis Co-Adviser should change, or if a substantial redirection of the thesis topics becomes necessary, a new agreement must be drafted, corresponding to the new working conditions. Any extensions to the statutory duration of the thesis requires a new, specific agreement, mentioning the conditions for the extension, its motivations, its duration and, depending on the rules of the Host Institution, the financial conditions. In this case, the new agreement is subject to the Faculty's approval.

17.2 Minor amendments

In the event of minor changes to this agreement, an amendment may be proposed by the party concerned and incorporated into the present agreement as an Annex signed by all parties. Acceptance in writing by the IRAP PhD Director, who will check for compliance with all the rules and regulations of the Host University, will confirm its validity.

17.3 Changes in the financial conditions

All changes in the financial conditions have to be brought to the attention of all parties to the present agreement, who shall work collectively towards warranting the Doctoral Candidate the best possible conditions under the existing constraints. Once these conditions have been determined, they will have to be included into an amendment of the present agreement.

18 Mediation

18.1 Mediation procedure

All parties of this Agreement recognize their mutual interest in fulfilling its conditions and in searching for amical solutions to the problems which may intervene.

Should a conflict among the parties signing this agreement arise the rules established in the contracts with the coordinating institution and the host institution will apply.

18.1 Breach of the Contract

Breach of the contract by the Doctoral Candidate may lead to the cancellation of this agreement. Breaches of the contract by the Thesis Advisor, Co-Adviser, Research Unit or Partner Institution will be dealt with the IRAP PhD, in agreement with the rules and regulations of the IRAP PhD and possible mediation activities, after the Heads of all the Partner Institutions.

VI. Execution of the present Agreement

The President of Nice University is responsible for the formalization of this Agreement upon the Doctoral Candidate's arrival

A signed copy of each Agreement will have to be stored with the IRAP PhD secretariat.

A copy of the present Agreement, as well access to the CONSORTIUM AGREEMENT , will be given to the Doctoral Candidate, to the Thesis Adviser and to the Director of the Research Unit in the Host Institution.

The present Agreement is made in 7 original copies.

VII. Signatures

The Doctoral Candidate

President of the Université de Nice-Sophia Antipolis
Coordinating Institution for the Consortium

Date

Date

Thesis Adviser

Director of the Research Unit of Thesis Adviser

Date

Date

Thesis Co-Adviser *(cross off this field in the absence of a Thesis Co-Adviser)*

Date

